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ABSTRACT

Designed as a practical approach to the study of law, this publication offers seven lesson plans focusing on legal topics that have potential significance to high school students preparing to enter the world of work. Lesson plans address the following topics: minors and the law, automobile insurance, employment law, sports and the law, computer crime, warranty and product liability, and hazardous chemical waste. Each lesson plan is organized around (1) a learner objective, (2) pertinent vocabulary, (3) learning activities, (4) a suggested means of evaluation, (5) related statutes and cases, and (6) supportive appendices. The seven lessons stress student involvement in the learning process and can be used in a sequence as a broad instructional unit or taught in isolation. (LH)

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STUDENTS AND THE LAW

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In preparing the cover design, the artist turned to the ***Oxford English Dictionary*** *to find that the oldest recorded meaning of the word "law" is "something laid or fixed." She then chose to interpret the definition with the drawing of a circle, symbolizing the wheel of law which moves while remaining rigid.*

SOUTH CAROLINA DEPARTMENT OF EDUCATION

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October, 1984

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Columbia, South Carolina 29201

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A committee of South Carolina citizens with an express interest in law-related education gave their time and expertise toward the development of this resource publication. On behalf of all high school teachers who are striving to expose students to the legal knowledge which they need in order to function well in society, gratitude is extended to:

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INTRODUCTION

Students and the Law offers an interesting and practical approach to the study of law as it relates to high school students. It is designed to focus on several principles and practices that have significance and are helpful to the young person who is preparing to enter the world of work.

The suggested learning activities are geared to aiding students deal with today's fast-changing laws and protect themselves from legal problems in which they are exposed to major risk. A compilation of seven lesson plans, the text stresses student involvement in the learning process.

Organization

This publication is a compact text designed to prompt students to produce work which will remain of service to them as a resource after they have embarked upon their careers. It is not intended to be a comprehensive text; rather it serves as one supplement to be incorporated, whenever appropriate, into the existing curriculum. The preparation by the students of individual work folders is recommended with a concerted effort being made to collect only pertinent information.

The seven lesson plans focus on major topics of practical interest and application to the student:

Minors and the Law
Automobile Insurance
Employment Law
Sports and the Law
Computer Crime
Warranty/Products Liability
Hazardous Chemical Waste and the Law

Each lesson plan is organized around 1) a learner objective, 2) pertinent vocabulary, 3) learning activities, 4) a suggested means of evaluation, 5) related statutes and cases, and 6) supportive appendices. The seven lessons can be taught in sequence as a broad instructional unit; or each lesson may be taught in isolation. (If educational television is accessible, the lessons may be advantageously taught as an adjunct to the **Ways of the Law** series.)

On completing the study of **Students and the Law**, the student will be able 1) to recognize the right and proper conduct in certain law-related situations, 2) to perceive the legal consequences and ramifications of certain situations, and 3) to appreciate the need for legal advice in conducting certain orders of business.

How to Read the Case Citations

Example: Smith V. Jones = case name

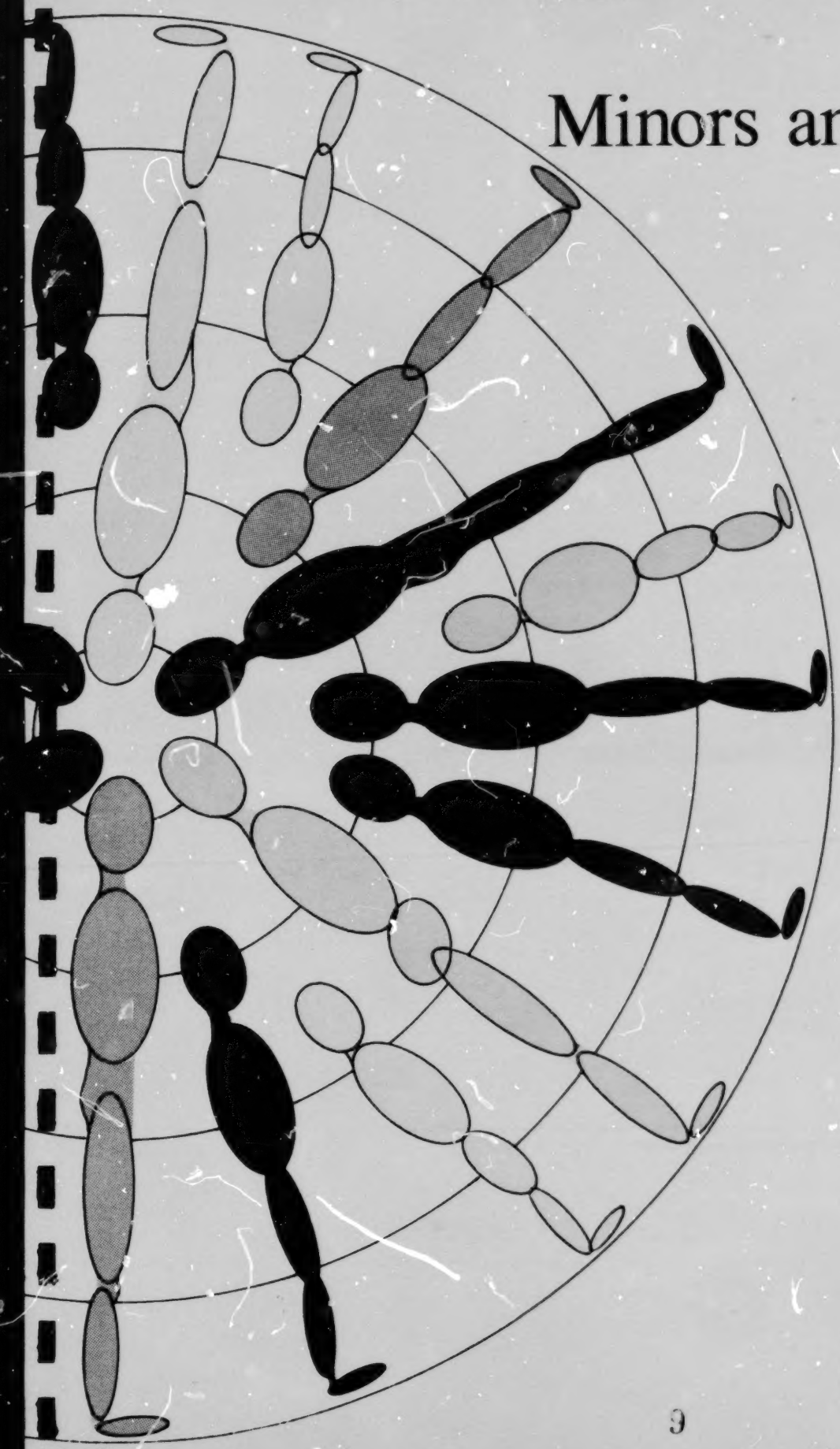
350 SE2d 520, 180 SC 310 (1973)
↓ ↓ ↓
Volume # Page # Year case decided

Abbreviations: SE2d — **Southeastern Reporter**, Second Series
SC — **South Carolina Reporter**

These volumes are known as "reporters" and always contain a copy of the case as it was handed down by the court. Cases are often lengthy; hence, for simplicity and ease in understanding, these lessons contain "briefs" of cases -- a synopsis of the facts and decision of the court (called "holding").

The SE2d and SC will be the most commonly used abbreviations in the cases in these lessons. Other abbreviations may be:

F. Supp. -- **Federal Supplement**
So. 2d -- **Southern,** Second Series
F. 2d -- **Federal Reporter,** Second Series
NE 2d -- **Northeastern Reporter,** Second Series



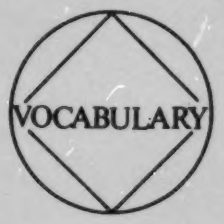
Minors and the Law

MINORS AND THE LAW

Objectives

1. Students will be able to state the legal principles covering truancy, adoption, emancipation, curfews, abortion, and contracts as they apply to minors.

2. Students will be able to list local organizations which can be contacted in emergency situations if a legal crisis comes up in their life.



Vocabulary

1. ABORTION: The expulsion of the fetus at a period of utero-gestation so early that is has not acquired the power of sustaining an independent life

2. ADOPTION: The act of one who takes another's child into one's own family, treating the child as his/her own, and giving the child all the rights and duties of his/her own child

3. CHILD ABUSE: Willfully and without lawful excuse refusing to provide necessary food, clothing, lodging or medical treatment to a child; or willfully causing bodily harm to a child which endangers his/her life or is likely to cause permanent injury

4. CURFEWS: An ordinance, law or proclamation requiring that all individuals or certain groups of individuals stay within the confines of their homes between certain hours usually during darkness between 8:00 p.m. or 10:00 p.m. and 6:00 a.m.

5. EMANCIPATION OF JUVENILES: That which results when parent and child voluntarily agree that the child is able to take care of him/herself, may go out from the home and make his/her own living, receive his/her own wages, and spend them as the child pleases

6. GUARDIAN AD LITEM: A guardian appointed by a court of justice to prosecute or defend for an infant in any suit to which he/she may be a party

7. GUARDIAN: A person lawfully invested with the power and charged with the duty of taking care of the person and managing the property and rights of another person, who, for some reason or status, or defect of age, understanding, or self-control, is considered incapable of administering his/her own affairs

8. MAJORITY: Full age; the age at which, by law, a person is entitled to the enjoyment of civic rights

9. MINOR: An infant or person who is under the age of legal competence

10. MINOR'S CONTRACTS: Contracts entered into with minors are generally voidable at the option of the minor. If an infant disaffirms a contract, the contract becomes void, as if it never existed and a court would attempt to restore the parties to the same condition in which they would have been if no contract had been made. Some courts have held that minors, upon disaffirming contracts, must be held to account for the benefits they have received.

11. MINOR'S CREDIT: There appears to be no prohibition for having the information that a minor signs a contract for a credit card, makes purchases and then makes payment on that credit card, included in a credit report prepared on that minor. There also appears to be no actionable wrong done to a minor if he/she is denied credit after reaching the age of majority on the basis of information in his/her credit file based on obligations of the voided contract.

12. NECESSARIES: Things indispensable, or things proper and useful, for the sustenance of human life. Charges made for necessaries are generally considered valid debts without regard to minority status.

13. TRUANT: One who shirks duty; one who stays out of school without permission

14. VOIDABLE: The status of most contracts between an adult and minor. They may be denied and gotten out of, or honored by the minor. A valid act which may be avoided.

Learning Activities

1. Assign students to groups and have each group collect newspaper and magazine articles in one of the topics listed in the vocabulary above. Place the articles on the bulletin board.

2. Contact (write or call) the following agencies and organizations for information about youths and the law.**

   S.C. Department of Highways and Public Transportation
   S.C. Insurance Department
   S.C. Department of Youth Services
   S.C. Department of Social Services
   S.C. Department of Consumer Affairs
   S.C. Department of Mental Health
   Children's Bureau
   Children's Foster Care Review Board

**For addresses of agencies, refer to Appendix A at end of lesson.

3. Make a list of local agencies with phone numbers which are available to help students with legal problems. These agencies may be in your community.

Better Business Bureau
Family Service Centers
Mental Health Associations
Department of Mental Health
Sistercare
Council on Child Abuse and Neglect
Operation PUSH
Planned Parenthood
Birthright
Commission on Alcohol and Drug Abuse
Local Law Enforcement Agencies

4. On separate pieces of notebook paper write the numbers 1 through 5 and tape them to the front wall of your classroom. Explain to students that these numbers indicate their positions on an issue. Explain that "1" means strongly disagree, "2" means mildly disagree, "3" means undecided, "4" means mildly agree, and "5" means strongly agree. Read the following statements one at a time. After each statement is read, ask the students to stand in front of the number which indicates their position on the issue. Then ask representative students to explain why he/she feels that way. You should not let other students make judgmental comments concerning participants' remarks. Do not let a few students dominate the discussion. The following list offers a few suggestions.

   a. Minors accused of a crime should have a jury trial. (Currently in Family Court they do not have a jury decide their case.)

   b. Curfews that apply only to minors are an effective way of keeping down the crime rate. (See Statutes and Cases, Curfews.)

   c. Bad debts incurred by minors should become a part of their permanent credit record. (See Vocabulary, 9.)

   d. Minors should be able to get out of any contract because they are too young to make an intelligent decision.

   e. Adopted children should have access to information concerning their biological parents. (See Statutes and Cases, Adoption.)

   f. Parents should be responsible for malicious damage done to another's property by their children. (See Statutes and Cases, Offenses Involving Minors, 2.)

   g. Any minor who wants to become emancipated should be permitted to do so. (See Statutes and Cases, Emancipation.)

   h. The age of majority should be 21 years. (See Statutes and Cases, Majority.)

   i. Before any abortion is performed on a minor, parental consent should be required. (See Statutes and Cases, Abortion, 1, 2 and 3.)

   j. When minors are engaged in an adult activity, such as driving, they should be held to an adult standard of care. (Note to teacher: They are.)

5. **Have students role play the following situations.**

   a. Mandy and Carole's mother has a bad drinking problem. One night she threatens them with a knife. They run to their friend Hillary's house. Both girls are visably bruised from a struggle with their mother. Hillary's father answers the door. List the legal choices and moral obligations of Hillary and her father. Role play this situation and the responses of Hillary and her father. After the role play, read the SC Code Section (Child Abuse, 1) on reporting injury to children and discuss the consequences of the choices made, in light of the Code Section.

   b. Mark Evans, a social worker with the Department of Social Services, receives a referral from the school counselor concerning a student, Mary Jones, who has been truant for two weeks. Mark visits the home and finds that Mary is taking care of her younger brothers and sisters so that her mother can work. (See Statutes and Cases, Truancy.)

   c. A woman has three young children. She deserts them to run away with a younger man. The children are taken into custody by the Department of Social Services and placed in a foster home. One week before the statutory period constituting desertion expires, the mother returns and demands that her children be returned to her. One student should play the guardian ad litem, Chris Robinson, and the other should play the mother, Sarah Webb.

6. Have students bring in pictures concerning minors and the law and make collages on each topic. Have them make posters concerning a topic covered in this lesson.

7. Have students list songs that deal with minors and the law. Examples: Alice Cooper, "I'm Eighteen" and Pat Benatar, "Hell Is for Children." Bring records to class and discuss songs.

8. Contact the following community resource persons and have them come to your class.

   A local lawyer
   A Family Court judge
   A representative from the Department of Social Services (to discuss adoption, child abuse, education neglect, etc.)
   A nurse or doctor (to talk about child abuse)
   A local police officer
   A local businessperson (to discuss minor's contracts and credit)
   An educator from Planned Parenthood
   An educator from Birthright, Inc.
   An attendance supervisor from the school (to talk about truancy)

9. Obtain copies of the instructional television series, **Ways of the Law**, program numbers 8, 9, 11, 12, and 14. For further information about the series, call 758-7301. These programs will interface well with this lesson.

Evaluation

Expect students to score at least 87% on the following quiz.

1. Minor's contracts are generally _____ at the option of the minor.

2. One who stays out of school without permission is _____.

3. Before an abortion is performed on an unmarried woman less than sixteen years of age, _____'s permission must be given.

4. List three professions whose members are required by law to report evidence of child abuse.

   a. _____

   b. _____

   c. _____

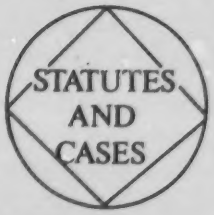
5. List an agency in your community you could call upon for assistance with the following problems.

   a. Alcohol abuse: _____

   b. Unwanted pregnancy or family planning: _____

   c. Child abuse: _____

   d. Being ripped off by a local merchant: _____



Abortions

1. Legal abortions (SC Code 44-21-20)

Abortion shall be a criminal act except when performed under the following circumstances.

a. During the first trimester of pregnancy the abortion is performed with the pregnant woman's consent by her attending physician pursuant to his professional medical judgment.

b. During the second trimester of pregnancy the abortion is performed with the pregnant woman's consent by her attending physician in a hospital or clinic certified by the Department.

c. During the third trimester of pregnancy, the abortion is performed with the pregnant woman's consent, and if married and living with her husband the consent of her husband, in a certified hospital, and only if the attending physician and one additional consulting physician, who shall not be related to or engaged in private practice with the attending physician, certify in writing to the hospital in which the abortion is to be performed that the abortion is necessary based upon their best medical judgment to preserve the life or health of the woman. In the event that the preservation of the woman's mental health is certified as the reason for the abortion, an additional certification shall be required from a consulting psychiatrist, who shall not be related to or engaged in private practice with the attending physician.

2. Persons from whom consent is required (SC Code 44-41-30)

Consent shall be required prior to the performance of an abortion from the following persons.

a. From the pregnant woman in every case except where there is a medical emergency involving the life of the pregnant woman or where the pregnant woman has been adjudicated mentally incompetent.

b. If the woman is unmarried and less than sixteen years of age, consent shall be also obtained from either parent with legal custody or her legal guardian or from any other person standing in loco parentis.

c. If the woman is under adjudication of mental incompetency by a court of competent jurisdiction, consent must be obtained from her spouse, if married, or from her legal guardian; or if not married and under sixteen years of age from either parent with legal custody or from her legal guardian or any other person standing in loco parentis; or if not married and over sixteen years of age from her legal guardian or a parent.

d. The consents provided for by subsections (b) and (c) of this section shall not be required if in the best medical judgment of the physician the abortion is necessary to preserve the life of the woman.

3. Abortions shall be reported (SC Code 44-41-60)

Any abortion performed in this State shall be reported by the performing physician on the standard form for reporting abortions to the State Director of Maternal and Child Health within seven days after the abortion is performed; provided that the name of the patient shall not be reported on such form or otherwise disclosed to such State Director.

Adoption

Goff v. Benedict, 252 SC Digest 83, 165 SE2d 269 (1969).

The right of a mother to her child should not be disregarded and, where she has neither consented to an adoption nor has forfeited her parental rights by the abandonment of the child or by any misconduct on her part, the decree of adoption must be refused, even though the adoption would result in benefits to the child.

Child Abuse

1. Persons to report (SC Code 20-7-510)

   a. Any physician, nurse, dentist, optometrist, medical examiner or coroner, or any other medical, mental health or allied health professional, Christian Science practitioner, religious healer, school teacher or counselor, social or public assistance worker, child care worker in any day care center or child caring institution, police or law enforcement officer or any judge having reason to believe that a child's physical or mental health or welfare has been or may be adversely affected by abuse or neglect is required to report or cause a report to be made in accordance with this section.
   b. Except as provided in (a) of this section, any other person who has reason to believe that a child's physical or mental health or welfare has been or may be adversely affected by abuse and neglect may report in accordance with this section.
   c. Reports of child abuse or neglect made pursuant to this section may be made orally, by telephone, or otherwise to the county department of social services or, in the alternative, to a law enforcement agency in the county where the child resides or is found.
      1) Where reports are made pursuant to this section to a law enforcement agency, it shall notify the county department of social services of its response to the report at the earliest possible time.
      2) Where a county or contiguous counties have established local child protective services, pursuant to Section 20-7-650, county department of social services shall immediately transfer reports pursuant to this section to the service.

Curfews

Columbia City Ordinances.

1. Curfews established; exception (Section 2-2061)

   It shall be unlawful for any minor under the age of 14 years to loiter, idle, wander, stroll or to engage in the selling of merchandise of any kind, or play in or upon the public streets, alleys, parks, playgrounds, public buildings, places of amusement, or any public place, between the hours of 8:00 p.m. and 6:00 a.m. of the following day; provided, however, that the provisions of this section shall not apply to a minor accompanied by his parent, guardian or other adult responsible person having the care and custody of the minor. Each violation of the provisions of this section shall constitute a separate offense. (SC Code 22-74)

2. Responsibility of parents, etc. (Section 2-2062)

   It shall be unlawful for the parent, guardian or other adult person having the care and custody of a minor under the age of 14 years to knowingly permit such minor to loiter, idle, wander, stroll or to engage in the selling of merchandise of any kind, or play in or upon the public streets, alleys, parks, playgrounds, public buildings, places of amusement or any public place, between the hours of 8:00 p.m. and 6:00 a.m. of the following day; provided, however, that the provisions of this section do not apply when the minor is accompanied by his or her parent, guardian or other adult person having the care and custody of the minor. Each violation of the provisions of this section shall constitute a separate offense. (SC Code 22-75)

3. Duties of police (Section 2-2063)

   All police officers of the city are hereby empowered and authorized to apprehend and to question any minor under the age of 14 years who shall loiter, idle, wander, stroll or engage in the selling of merchandise of any kind, or play in or upon the public streets, alleys, parks, playgrounds, places of amusement or any public place during the regular public school hours fixed by the authorities and officers in charge of the running and management of the public schools in the city and to report the name of any minor apprehended to the public school authorities and other officers charged with the enforcement and carrying out of the compulsory education laws. (SC Code 22-76)

Emancipation

1. **Parker v. Parker**, 94 SE 2d 12

   The holding: An unemancipated child has no right of action against his parents for personal injuries produced by parents' negligence and parents have no such rights against their unemancipated children. **Parker v. Parker** further held that emancipation of a child during minority results not from any act of the child alone, but primarily from agreement of parents which may be either express or implied and either partial or complete.

2. **Timmerman v. Brown**, 233 SE 2d 106

A father, who agreed with daughter's decision that she did not intend to return to his home and was going to make her own way and who did not attempt in any way to make her return to his home, and daughter agreed to daughter's leaving home and effected her complete emancipation and thus father was not responsible for his daughter's subsequent medical expenses and debts.

Truancy

1. Responsibility of parent or guardian (SC Code 59-65-10)

All parents or guardians shall cause their children or wards who are in the age group of seven to sixteen years, inclusive, to regularly attend a public or private school of this State which has been approved by the State Board of Education or a member school of the South Carolina Independent Schools' Association or some similar organization, or a parochial or denominational school, or other programs which have been approved by the State Board of Education.

2. Exceptions (SC Code 59-65-30)

The provisions of this article shall not apply to:

a. Any child who has been graduated from high school or has received the equivalent of a high school education from a school approved by the State Board of Education, or member school of South Carolina Independent Schools' Association, or a private school in existence at the time of the passage of this article;

b. Any child who obtains a certificate from a psychologist certified by the State Department of Education or from a licensed physician stating that he is unable to attend school because of a physical or mental disability; **provided** there are no suitable special classes available for such child in the school district where he resides;

c. Any child who has completed the eighth grade and who is determined by the court to be legally and gainfully employed whose employment is further determined by such court to be necessary for the maintenance of his home;

d. Any child who, at the time this article becomes law, is ten years of age or older and has been out of school for three years or more, provided there are no special classes in the school district for the child to attend;

e. Any child who is married or has been married, any unmarried child who is pregnant or any child who has had a child outside of wedlock;

f. Any child who has reached the age of sixteen years and whose further attendance in school, vocational school or available special classes is determined by a court of competent jurisdiction to be disruptive to the educational program of the school, unproductive of further learning, or not in the best interest of the child, and who is authorized by such court to enter into suitable gainful employment under the supervision of the court until age seventeen.

3. Court empowered to declare child delinquent (SC Code 59-65-70)

If the court determines that the reported absence occurred without the knowledge, consent or connivance of the responsible parent or guardian or that a bona fide attempt has been made to control and keep the child in school, the court may declare such child to be a delinquent and subject to the provisions of law in such cases.

Majority

SC Code. South Carolina Constitution: Section 14. Citizens deemed sui juris; restrictions as to sale of alcoholic beverages.

Every citizen who is eighteen years of age or older, not laboring under disabilities prescribed in this Constitution or otherwise established by law, shall be deemed sui juris and endowed with full legal rights and responsibilities; **provided,** that the General Assembly may restrict the sale of alcoholic beverages to persons until age twenty-one.

Legal Capacity of Minors

1. SC Code 20-7-50

Ratification after reaching majority of contracts made by minor must be in writing. No action shall be maintained whereby to charge any person upon any promise made after full age to pay any debt contracted during infancy or upon any ratification after full age of any promise (except upon contracts for necessaries) made during infancy unless such promise or ratification shall be made by some writing signed by the party to be charged therewith.

2. SC Code 20-7-260

Minors have full legal capacity to borrow money for higher education. Notwithstanding any other provisions of law to the contrary, any person who, not having attained his majority, contracts to borrow money to defray the expenses of attending any institution of higher learning, shall have full legal capacity to act in his own behalf and shall have all the rights, powers and privileges and be subject to the obligations of persons of full age with respect to any such contracts.

Offenses Involving Minors

1. Minor gaining admission to theater by falsely claiming to be eighteen (SC Code 20-7-330)

Any minor who gains admission to any theater by falsely claiming to be eighteen years of age or older shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a fine of not more than fifty dollars.

2. Malicious injury to property by minor (SC Code 20-7-340)

When any unmarried minor under the age of seventeen years and living with his parent shall maliciously and intentionally destroy, damage or steal property; real, personal or mixed, the owner of such property shall be entitled to recover from such parent of such minor actual damages in an civil action court of competent jurisdiction in an amount not exceeding one thousand dollars; **provided, however,** that nothing herein contained shall in any way limit the application of the family purpose doctrine.

3. Minors (SC Code 20-7-350)

It shall be unlawful for any person under eighteen years of age to loiter in any billiard or pocket billiard room or to play billiards or pocket billiards in any such billiard room unless accompanied by his parent or guardian or with the written consent of his parent or guardian.

APPENDIX A

South Carolina Department of Highways and Public Transportation
955 Park Street
P. O. Box 191
Columbia, SC 29202
(803) 758-2392

South Carolina Department of Insurance
2711 Middleburg Drive
P. O. Box 4067
Columbia, SC 29202
(803) 758-2185

South Carolina Department of Youth Services
SCN Center, 1122 Lady Street, Suite 500
P. O. Box 7367
Columbia, South Carolina 29202

South Carolina Department of Social Services
1535 Confederate Ave. Extension, North Complex Towers
P. O. Box 1520
Columbia, SC 29202
(803) 758-8460

South Carolina Department of Consumer Affairs
2221 Devine Street
P. O. Box 5757
Columbia, SC 29250
(803) 758-2040

South Carolina Department of Mental Health
2414 Bull Street
P. O. Box 485
Columbia, SC 29202
(803) 758-8090

Children's Bureau of South Carolina
Suite 225, 1001 Harden Street
Columbia, SC 29205
(803) 758-2702

Children's Foster Care Review Board
2221 Devine Street, Suite 418
Columbia, SC 29205
(803) 758-3953

APPENDIX B

When working with a community resource it is very important to begin exchanging ideas with your guest as far in advance as possible. The resource should be told the following about your class: the grade level, size, socio-economic background, level of legal sophistication, and names of your students. Prepare large name tags for students to wear so that your guest can call on individuals by their first names.

Because of the need for attention to individuals, it is generally a bad idea to combine classes.

Your guest should also know what areas of the law students have been studying, where the presentation fits into that area of study, and what the teacher's goals for the visit are. Be sure to let him/her know the amount of time to be covered and the appropriate method of instruction. The time should fall between twenty and fifty minutes, depending on the grade level.

Encourage the active involvement of guests with students through role play, panel discussion, and questions and answers. Have students prepare questions ahead of time.

Resource people should plan a variety of strategies. Call students by their first names; involve as many students as possible; use large, easy-to-read visual resources; set out ground rules for questions and answers; be sure all students can see and hear you; and concentrate on one or two main concepts rather than introducing a large number of concepts. Be prepared to make impromptu adjustments to insure a quality experience for students.

APPENDIX C

Answers to Quiz (Evaluation)

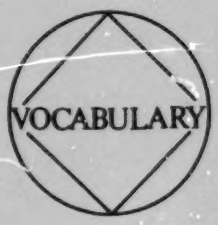
1. Voidable
2. Truant
3. Parent's or legal guardian's
4. For complete list, refer to Statutes and Cases, Child Abuse.
5. This answer will vary from community to community. Some suggested local agencies are listed under Learning Activity 3.

Automobile Insurance

AUTOMOBILE INSURANCE

Objective

Students will be able to explain the necessity of automobile insurance and its application to them.



Vocabulary

1. INSURANCE: A contract to pay a sum of money from a common fund for a loss, if suffered
2. INDEMNITY: Make good a loss. (The insurance company will pay the insured for the actual loss or damage up to the face amount of the policy.)
3. POLICY: The written contract of insurance
4. FACE VALUE: The stated maximum amount to be paid in the event of loss
5. INSURER: The party who agrees to indemnify or pay
6. INSURED: The party protected by the insurance policy
7. PREMIUM: The consideration paid for insurance
8. RISK: The possible loss arising from injury to or death of a person, or from damage to property from a specified peril
9. PLAINTIFF: A person who brings an action in a civil matter; the party who complains or sues in a personal action.
10. BODILY INJURY LIABILITY INSURANCE: South Carolina law requires the carriage of this type of insurance at least in the amount of 15/30. This ratio means the policy will pay $15,000 per person injured or killed but no more than $30,000 per accident for all persons injured or killed.
11. PROPERTY DAMAGE LIABILITY INSURANCE: South Carolina law requires a minimum of $5,000 to cover damage to another person's property.
12. UNINSURED MOTORIST INSURANCE: Required by South Carolina law in the same minimum amounts as liability insurance (15/30/5). This insurance protects one's right to recover bodily injury and property damage losses caused by an uninsured or unknown "at fault" driver. This coverage can be subject to a $200 property damage deductible.

13. DEDUCTIBLE: An amount which is automatically deducted from one's insurance claim. If one has a $200 deductible and $25 in damages, there can be no recovery.

14. ECONOMIC LOSS PROTECTION: Insurance to protect against loss of income, medical costs, and disability benefits, but is not required by law.

15. COLLISION: Insurance which pays for damage to one's car which results from an accident, whether or not the insured is at fault; always sold with a deductible; not required by law.

16. COMPREHENSIVE: Insurance which will pay for damage to one's car other than collision or upset damages without regard to fault (e.g., theft, fire, vandalism, weather). Not required by law.

Learning Activities

1. Give students an overnight assignment of mastering the vocabulary listed above. Test them.

2. Contact the following agencies and organizations for information about insurance.**

   S.C. Department of Highways and Public Transportation (Ask about point system.)
   S.C. Insurance Department (Ask for auto insurance guide.)
   S.C. Bar Association (Ask for pamphlet, **What to Do in Case of Auto Accident.**)

3. Make a list of local agencies and individuals with expertise concerning insurance. Possibilities include:

   Local insurance agents
   Local lawyer who represents plaintiffs in auto accident cases
   Local lawyer who represents insurance companies in auto accident cases
   Local parent with full insurance coverage

   Invite these individuals to participate in one of your class sessions.

4. Divide your class into three groups. Have each group bring in magazine and newspaper articles about insurance. Have each group prepare a presentation. Make sure everyone participates.

**For addresses of agencies, refer to Appendix A at end of lesson.

5. Have your students list the factors they think are considered by insurance companies when deciding how much an auto insurance premium should be. Write their list on the bulletin board. Refer to the list of considerations actually used by insurance companies (Appendix B). Duplicate Appendix B and hand out to students. Compare lists. Discuss the reasons for inclusion or exclusion of the considerations and whether the considerations are fair to all involved. Utilize local resources here if available.

6. Appoint or volunteer four to six students to role play an auto accident. Have them walk it through with students portraying drivers, passengers, witnesses, and a police officer. The police officer should be called to the scene after the accident occurs and should ask the questions necessary to fill out the accident report. A local police officer could help critique this activity. Appoint or volunteer four to six students to draw a sketch of the accident they observed. Duplicate the accident report form (Appendix C.) Distribute it to students.

7. Have students list what should be done immediately following an auto accident. Put their list on the board. Make sure the list includes these actions.

   a. Be calm.
   b. Stop immediately! Give first aid to the victims.
   c. Call the police immediately to report any accident resulting in injury to or death of any person or property damage to an apparent extent of $200.
   d. Make no admissions or take any blame for the accident.
   e. Call the insurance agent.

   Appoint or volunteer students to run through items "a" to "e" as a drill.

8. List the numbers 25/50/15 on the board. Have students consult their vocabulary and write an explanation of what the numbers mean.

9. Obtain copies of the **Ways of the Law** series, program number 12, "Civil Law." Share the program and lesson guide with your students.

10. Read with students the listed statutes and cases. Discuss.

Evaluation

Expect students to score 90% on the following quiz.

1. List the three types of auto insurance coverage required by South Carolina law.

   a. _____

   b. _____

   c. _____

2. Define "deductible."

   _____

   _____

3. List three things auto insurance companies consider when setting rates.

   a. _____

   b. _____

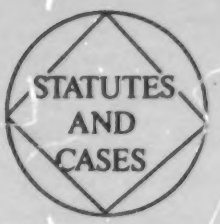
   c. _____

4. Explain the numbers 20/40/10.

   a. 20 _____

   b. 40 _____

   c. 10 _____



STATUTES AND CASES

1. Agreements of minors. (SC Code 38-27-120)

Any minor eighteen years of age or over shall be deemed competent to enter into an agreement to finance automobile insurance and to execute a power of attorney in connection with such financing to the same extent and with the same effect as though he had attained the age of twenty-one years.

2. Unlicensed driver. **Wineglass v. McMinn and Dr. Pepper**, 112 SE2d 652.

Action arising out of automobile collision. The Common Pleas Court, Charleston County, Steve C. Griffith, Judge, entered judgment for plaintiff, and the defendants appealed. The Supreme Court, Stokes, C., Justice, held that where defendants' delivery man left inexperienced 14-year-old boy to attend defendants' parked delivery truck, with ignition key in it, and the boy attempted to move truck and truck lunged into rear of plaintiffs' preceding parked station wagon, defendants were liable for the damages to the wagon and for the injuries sustained by plaintiff who was loading the wagon, in that their delivery man, as defendants' agent, was negligent since he should have foreseen that safety of persons on street would be endangered by boy's attempt to drive truck.

3. Wrongful death. **Lucht v. Youngblood**, 221SE 2d 854, January 20, 1960.

Administrator of decedent's estate instituted action for wrongful death arising from collision between automobile in which decedent was riding and automobile which was owned and operated by defendants. The Common Pleas Court, Charleston County, Judge James A. Spruill, Jr., entered judgment on verdict in favor of plaintiff, and defendants appealed. The Supreme Court, Justice Ness, held that issue as to whether accident was caused by act of defendant driver in allowing his vehicle to cross double yellow line into path of decedent's vehicle was a question of fact for jury, that father of defendant driver was liable as owner of vehicle under family purpose doctrine, that trial judge should have permitted defendants to cross-examine plaintiff in respect to a prior inconsistent pleading, but that refusal to permit such cross-examination was harmless error where any impeachment would have been of no value in that plaintiff was not a witness to accident and had no way of knowing what transpired except from talking with witnesses, and that award of $103,000 was not so excessive as to indicate passion or prejudice on part of jury where decedent was a 16-year-old girl, in the twelfth grade, with excellent grades, good habits, devoted and obedient to her family, and the youngest child.

APPENDIX A

South Carolina Department of Insurance
2711 Middleburg Drive
Columbia, SC 29204
(803) 758-2185

South Carolina Department of Highways and Public Transportation
955 Park Street
P. O. Box 191
Columbia, SC 29202
(803) 758-2392

South Carolina Bar Association
Public Affairs Committee
P. O. Box 11039
Columbia, SC 29211
(803) 799-6653

List of Considerations for
Setting Auto Insurance Rates

APPENDIX B

1. Where you live (Rates are based on losses involving autos garaged in that county or territory.)

2. How your car is used (Distance traveled to and from work and use of car for business purposes increase premium.)

3. Age, sex, marital status (Unmarried males under the age of 25 pay the highest rates.)

4. Driving record of insured

5. Year, model, make of car (The less it costs to repair or replace the car, the lower the premium.)

6. Coverages, limits and deductibles (The more protection purchased, the higher the premium.)

7. Required discounts (e.g., There is a 10% driver's training discount for male drivers under the age of 25 who complete an approved driver education course.)

8. Optional discounts (i.e., air bags, compact car)

BEST COPY AVAILABLE

APPENDIX C

SOUTH CAROLINA
UNIFORM TRAFFIC COLLISION REPORT
(FOR INVESTIGATING OFFICERS)

TOTAL # MOTOR VEH

FATALITY

MVD USE ONLY

SHEET OF SHEET(S)

DATE / / COUNTY DAY OF WEEK S M T W T F S TIME : AM PM 1 - INTERSTATE 2 - PRIMARY 3 - SECONDARY 4 - COUNTY 5 - OTHER ROUTE OR ROAD NO (Also Street Name, If Any) MILE POST

INTERSECTION OF ROUTE OR ROAD NUMBER (Also Street Name, If Any)

AT

IF NOT AT INTERSECTION 1 - FEET 2 - MILES N E S W OF ROUTE OR ROAD NO (Also Street Name, If Any)

IN CITY OR TOWN

CONTROLLED ACCESS HIGHWAY LOCATION (Circle One) 1 - MAIN ROAD 2 - FRONTAGE RD 3 - MAIN ROAD AT INTERCHANGE 4 - ENTRANCE RAMP 5 - EXIT RAMP N E S W 1 - BOUND LANE 2 - SIDE

IF OUTSIDE CITY LIMITS MILES N E S W OF CITY OR TOWN

UNIT #	DRIVER'S FULL NAME	BIRTH DATE	SEX	RACE
	STREET OR R F D			
	CITY AND STATE ZIP	DRIVER LICENSE CLASS 1 2 3 4 D - DEG PER N - NONE		
	DRIVER LICENSE NUMBER STATE			
	LICENSE RESTRICTION	RESTRICTION COMPLIED WITH Y - YES N - NO	MEMBER OF ARMED FORCES Y - YES N - NO	
	DRIVER WEARING SAFETY BELTS Y YES N NO	MOVING VIOLATION(S) INDICATED	SPEED LIMIT MPH	ESTIMATED SPEED MPH
	YEAR BODY MAKE & VEHICLE IDENTIFICATION NUMBER			
	LICENSE PLATE NUMBER STATE YEAR	CIRCLE POINT OF INITIAL IMPACT		
	VALIDATION NUMBER TOTAL OCCUPANTS THIS UNIT			
	OWNER'S NAME			
	STREET OR R F D CITY AND STATE			
	INSPECTION CERTIFICATE 1 - CURRENT 2 - EXPIRED 3 - NONE 4 - UNKNOWN ZIP			
	DAMAGE SEVERITY 1 - SLIGHT 2 - MODERATE 3 - SEVERE	AREAS DAMAGED (CODES)	APPROX COST TO REPAIR $	VEHICLE TOWED AWAY Y - YES N - NO
	VEHICLE TOWED BY WHOM			

UNIT #	PED	DRIVER OR PEDESTRIAN'S FULL NAME	BIRTH DATE	SEX	RACE
		STREET OR R F D			
		CITY AND STATE ZIP	DRIVER LICENSE CLASS 1 2 3 4 D - DEG PER N - NONE		
		DRIVER LICENSE NUMBER STATE			
		LICENSE RESTRICTION	RESTRICTION COMPLIED WITH Y - YES N - NO	MEMBER OF ARMED FORCES Y - YES N - NO	
		DRIVER WEARING SAFETY BELTS Y YES N NO	MOVING VIOLATION(S) INDICATED	SPEED LIMIT MPH	ESTIMATED SPEED MPH
		YEAR BODY MAKE & VEHICLE IDENTIFICATION NUMBER			
		LICENSE PLATE NUMBER STATE YEAR	CIRCLE POINT OF INITIAL IMPACT		
		VALIDATION NUMBER TOTAL OCCUPANTS THIS UNIT			
		OWNER'S NAME			
		STREET OR R F D CITY AND STATE			
		INSPECTION CERTIFICATE 1 - CURRENT 2 - EXPIRED 3 - NONE 4 - UNKNOWN ZIP			
		DAMAGE SEVERITY 1 - SLIGHT 2 - MODERATE 3 - SEVERE	AREAS DAMAGED (CODES)	APPROX COST TO REPAIR $	VEHICLE TOWED AWAY Y - YES N - NO
		VEHICLE TOWED BY WHOM			

DIRECTION OF TRAVEL N E S W
UNIT 1 1 2 3 4
UNIT 2 1 2 3 4

INDICATE NORTH

DESCRIBE WHAT HAPPENED (Refer to units by number)

WITNESS FULL NAME ADDRESS AGE SEX

SUMMONS NUMBER NAME OF PERSON CHARGED MOVING VIOLATION CODE(S) DAMAGE TO PROPERTY OTHER THAN VEHICLE APPROX AMOUNT $

SUMMONS NUMBER NAME OF PERSON CHARGED MOVING VIOLATION CODE(S) PROPERTY OWNER'S NAME

POLICE AGENCY NOTIFIED AM PM POLICE ARRIVED AM PM AMBULANCE ARRIVED AM PM PHOTOS TAKEN BY OFFICER Y YES N NO TRAFFIC FLOW RESTORED AM PM ADDRESS

VICTIMS

	NAME	ADDRESS
1		
2		
3		
4		

NAME OF INVESTIGATING OFFICER BADGE NUMBER POLICE AGENCY DATE / /

NAME OF OTHER OFFICERS AT SCENE BADGE NUMBER POLICE AGENCY

SHPT - FORM TR 310 REV 1-83 ORIGINAL COPY MAIL ORIGINAL REPORT TO S C DEPT OF HIGHWAYS & PUBLIC TRANSPORTATION BOX 1498 COLUMBIA S C 29216-0040

APPENDIX D

Answers to Quiz (Evaluation)

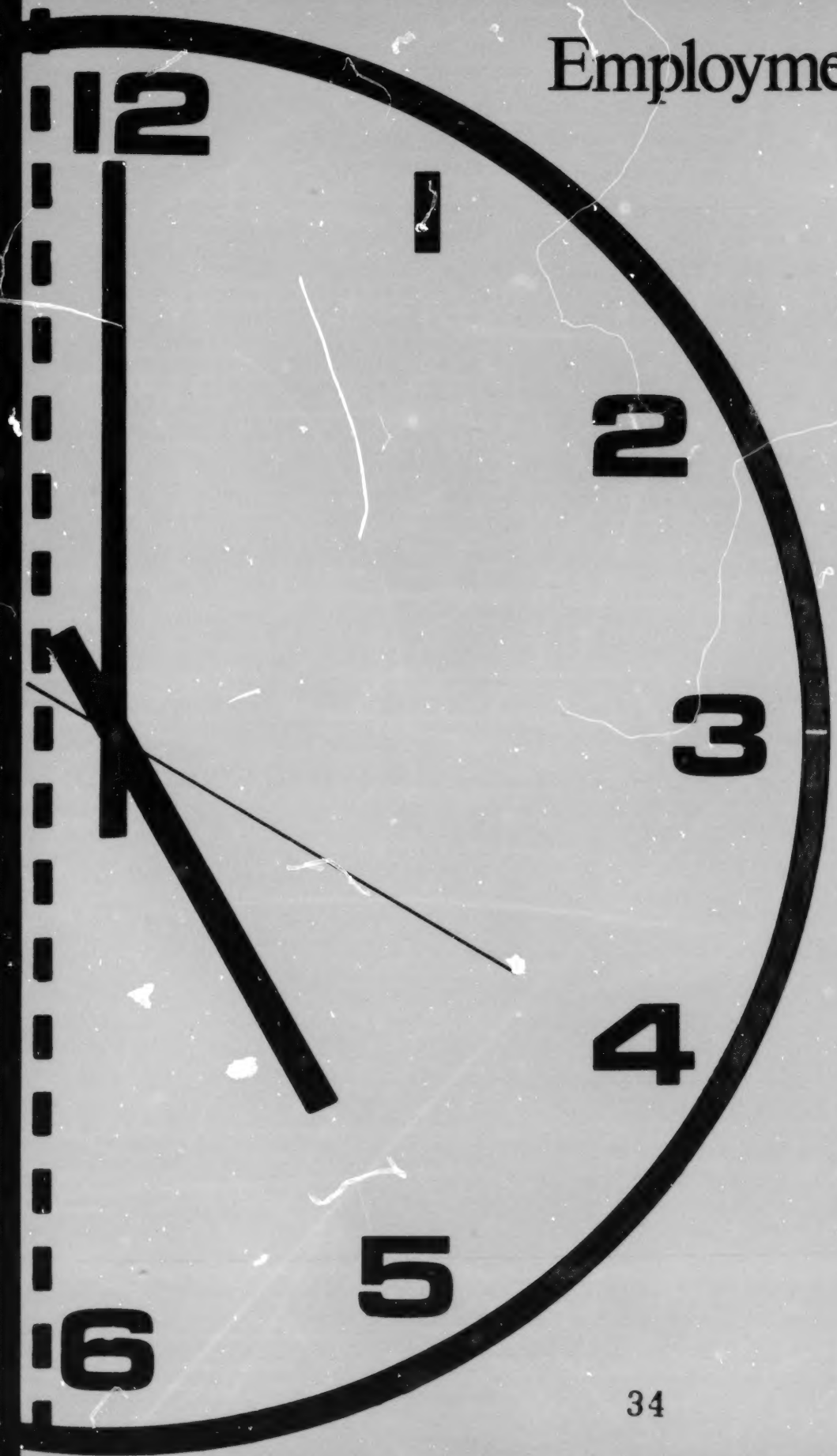
1. a. Bodily injury liability
   b. Property damage liability
   c. Uninsured motorist

2. Refer to Vocabulary.

3. Refer to Appendix B.

4. a. Up to $20,000 will be paid by the insurance company for one injured person.
   b. Up to $40,000 will be paid by the insurance company for all persons injured in an accident.
   c. Up to $10,000 will be paid by the insurance company for property damage done to another's property.

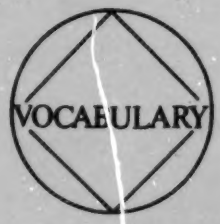
Employment Law



EMPLOYMENT LAW

Objective

Student will be able to describe the effects which the law has on the employment relationship.



Vocabulary

1. LABOR UNION: Organization of workers whose purpose is to further the interests of its members, especially in dealing with employers
2. COLLECTIVE BARGAINING: Negotiations over wages, hours and employment conditions between representatives of workers and their employer
3. AFFIRMATIVE ACTION: A plan to seek out, hire and promote minority members and women who in the past have been discriminated against
4. EMPLOYER: A person or business firm who hires the labor of another
5. EMPLOYEE: The person hired to do the labor; the worker
6. EMPLOYMENT: A contract between the worker and employer
7. INDEPENDENT CONTRACTOR: One who is hired for a certain purpose without necessarily creating a legal relationship of employment; the contractor is free of direction by the employer
8. COMPENSATION: Wage or salary paid for labor or service
9. WORKMEN'S COMPENSATION: The method and means created by statutes for giving greater protection and security to the workman and his/her dependants against injury and death occurring in the course of employment
10. UNEMPLOYMENT COMPENSATION: Money paid to qualified unemployed individuals by the government from a fund contributed to by all employers; designed to assist an unemployed worker until he/she finds employment
11. BYSSINOSIS: Pulmonary disease caused by the inhalation of cotton dust and the foreign materials contained therein, including bacteria, mold and fungi

Learning Activities

1. Obtain copies of employment application forms (e.g., fast food companies). Have students complete application forms. Then evaluate forms according to types of information requested. Were there any questions that the students had difficulty answering? Evaluate student forms according to completeness and neatness.

2. Divide students into triads. One student will be the interviewer, another the interviewee, and the third student will evaluate the process. Have each triad decide which type company they will be. They should all do research concerning hiring practices, interview process, etc. The interviewer should plan a list of questions and the evaluator must make sure that the questions do not contain any discriminatory ones. The interviewee should research the company concerning the qualities generally looked for in employees and should prepare his/her own questions for the "company." Videotape the role-played interview after sufficient research. Have the evaluator lead a class discussion about the interview.

3. Ask students to interview a working adult. Have them prepare an oral or written report concerning the interview. Students should prepare a list of questions. Suggested questions include:

   a. What was your very first job and how did you get it?
   b. What jobs and education led you to your current position?
   c. Have you ever felt discriminated against on the job because of your race, sex or age?
   d. If so, did you ever take any action concerning the problem?
   e. Do any of the following issues or programs effect your work site?
      1) Affirmative action
      2) Pre-employment tests
      3) Sexual harassment
      4) Age discrimination
   f. What policies are in effect at your work site concerning these issues?
      1) Sick leave
      2) Maternity leave
      3) Health insurance
      4) Reporting accidents
   g. Do you like your job?

4. Place students in groups of four to six. Assign a topic from the list below to each group and have them gather copies of magazine and newspaper articles and information from other sources. Have the students prepare a collage of this information to use as a visual in their group report.

   a. Sexual harassment
   b. Age discrimination
   c. Sex discrimination
   d. Affirmative action
   e. Unions
   f. EEOC (Equal Employment Opportunity Commission)
   g. Workmen's Compensation
   h. Unemployment
   i. Byssinosis

5. Ask someone from the State Job Service Department (employment offices) to speak to your class about job opportunities for youth in your area. Ask that they explain Workmen's Compensation and unemployment compensation as it affects young workers. Also have them discuss Social Security and FICA deductions from payroll. They might also want to explore volunteer job possibilities with your students.

6. Contact two lawyers in your local community. Give them the following fact situation.

   John Blankenship is a worker at a chemical plant. He unfortunately is blinded in one eye when a fellow worker accidently spills a toxic chemical. His resulting medical bills total $10,000. He misses one year of work before he finds another job, being too fearful to return to the chemical plant.

   Ask one lawyer to prepare an argument for the Industrial Commission stating the amount it should award the worker. Have the other attorney prepare an argument for the Commission representing the interests of the chemical company.

   Ask the lawyers to present their arguments to your class with the class acting as the Industrial Commission. Allow the attorneys to mutually agree on any changes they would like to make to adapt or improve this activity.

7. Invite a local employer with a small number of employees and an employer with a large number of employees to your class. Discuss with them employment law problems.

8. Invite a local labor union or workers' association representative to your class. Discuss labor law problems with this person.

9. Contact the following organizations for information concerning Workmen's Compensation and employment law.*

   S.C. Employment Securities Commission
   S.C. Labor Department
   S.C. Workmen's Compensation Fund
   U.S. Department of Labor
   Employment Standards Administration, Wage and Hour Division
   American Federation of Labor at the State Office for South Carolina

10. Have your students become familiar with the information contained in the statutes and cases section. Discuss these with a local lawyer.

*For addresses of organizations, refer to Appendix A at end of lesson.

Evaluation

The student should correctly answer 20 of the 22 starred words of the crossword puzzle. (See Appendix B for answers to crossword puzzle.)

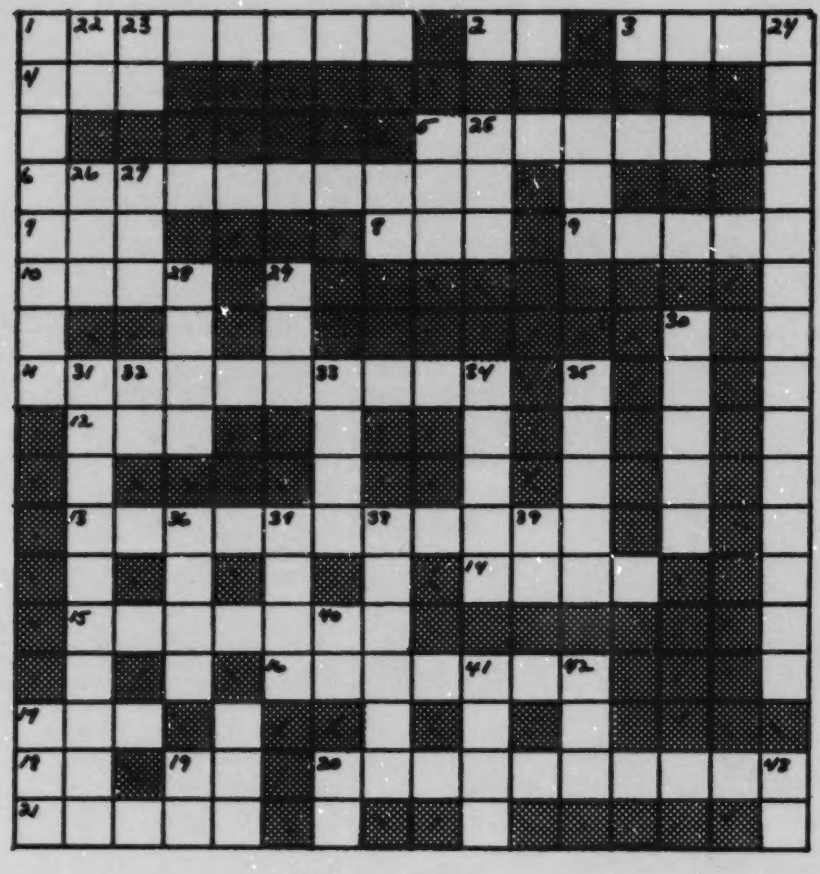
Across

*1. One who hires the labor of another
*2. Pronoun for person most often thought of during contract negotiations
*3. Whales are as smart as man but since they don't have one of these they cannot develop technology
4. Wipe your feet on this
5. Something that incites to action
*6. Organization of workers (two words)
7. Plastic _____ Band (Hint: Yoko)
8. Point where something ceases
*9. An individual who may not work in 17 hazardous occupations
*10. An employment contract lasting longer than this amount of time must be in writing
*11. Contract between the worker and employer
*12. Usually you may not be refused a job because of this
*13. _____ Action
14. Birds build one
15. Brief representation or statement of something
*16. _____ wage; can't be paid a lower hourly wage than this
*17. Usually a job can't be denied because of your _____
18. Proposition
19. Exclamation of pain
*20. Pulmonary disease caused by cotton dust
*21. Entity which regulates Workmen's Compensation

Down

22. Opposite of "pa"
23. Rehabilitative body movement to prevent atrophy (abbr.)
*24. Treating one class of people differently from another
*25. Contractor hired for a certain purpose who works free of direction by the employer
26. Saturated compound
27. _____ constrictor snake
28. To make mad
*29. How you might feel upon getting a job
*30. Entity which would appoint your guardian, trustee or committee (Probate _____)
*31. Those who direct an enterprise
32. A sheet in a book (abbr.)
33. Salutory statement to ladies (contraction)
*34. To give new employees the knowledge they need to get the job done
*35. By law jobs cannot be denied because they are a member of these groups
*36. Unprejudiced
37. Partitional portion of the inside of a building
38. An establishment engaged in doing business for another
39. Contraction for have
40. The third tone of the diatonic scale in solemnization
41. Commanded, urged, compelled, "We _____ hurry."
42. Workers hate _____ (abbr.)
*43. A smart Alec might say this in response to a chastisement

CROSSWORD PUZZLE



39

STATUTES AND CASES

1. Exercise of rights for incompetent or infant employees. (SC Code 42-9-330)

   If an injured employee is mentally incompetent or is under eighteen years of age at the time when any right or privilege accrues to him under this Title, his guardian, trustee or committee may in his behalf claim and exercise such right or privilege.

2. Person who may receive and receipt for payments; discharge of liability of employer on receipt. (SC Code 42-9-320)

   Whenever payment (of compensation) is made to any person eighteen years of age or over, the written receipt of such person shall acquit the employer. When an infant or minor under the age of eighteen shall be entitled to receive a sum amounting to not more than two thousand, five hundred dollars as compensation for injuries, or as a distributive share by virtue of his title, the father, mother, natural guardian upon whom such infant or minor shall be dependent for support may receive and receipt for such moneys to the same extent as a guardian of the person and property of such infant or minor duly appointed by proper court and the release or discharge of such father, mother or natural guardian shall be a full and complete discharge of all claims or demands of such infant or minor thereunder.

   Whenever any payment of over two thousand, five hundred dollars is made to a minor under eighteen years of age, it shall be made to some person or corporation appointed by the probate court as a guardian and the receipt of such guardian shall acquit the employer.

3. [illegible]pensability of injuries to illegally employed minor. (SC Code 42-1-590)

   Where employer and employee have accepted the provisions of this Title, any injury to a minor while employed contrary to the laws of this State shall be compensable under this Title the same, and to the same extent, as if such minor employee was an adult.

4. Employment of minors under age of sixteen years. (SC Code 1976, 41-13-10)

   No minor under the age of sixteen years shall be employed in any factory, mine or textile establishment in this State. A minor under the age of sixteen years may be employed in any other gainful occupation when such employment is outside of school hours or during school vacation and after the hour of five a.m. and before the hour of eight p.m. A minor under the age of sixteen years employed in domestic service in private homes, in farm work, or in retail mercantile establishments that do not sell alcoholic beverages for consumption on the premises may work until eleven p.m. on any night other than a night preceding a school day.

5. Penalty for illegal employment of minor. (SC Code 1976, 41-13-20)

Any person who shall knowingly employ any minor contrary to the provisions of Section 41-13-10 shall be guilty of a misdemeanor and for every such offense shall, upon conviction thereof, be fined not less than ten dollars nor more than fifty dollars or be imprisoned not longer than thirty days, at the discretion of the court. Each day during which any violation of Section 41-13-10 continues shall constitute a separate and distinct offense and the employment of any minor in violation thereof shall, with respect to each minor so employed, constitute a separate and distinct offense.

6. Misrepresentation of age of child. (SC Code 1976, 41-13-30)

Any parent, guardian or other person having under his control any child who consents, suffers or permits the employment of his child or ward under the ages above provided or who knowingly or wilfully misrepresents the age of such child or ward to any person in order to obtain employment for such child or ward contrary to the provisions of Section 41-13-10 shall be guilty of a misdemeanor and for every offense shall, upon conviction thereof, be fined not less than ten dollars nor more than fifty dollars or be imprisoned not longer than thirty days, in the discretion of the court.

7. Liability of employers of minors to parents or guardians. (SC Code 1976, 41-13-40)

If any person shall hire or employ any minor or person under the age of eighteen years without the knowledge and consent of the parents or guardian of such minor, such person shall pay to such parents or guardian the full value of the labor of such minor from and after notice from the parents or guardian that payment of such service shall be made to him or them, as the case may be. But this section shall not apply when the parents or guardian fail or refuse to furnish the minor a home and support, in which cases the minor shall have the right to make contracts in regard to his own labor and enforce them in his own name and for his own benefit and the employer shall be responsible to the minor only in such cases.

8. Employment of children in mercantile or manufacturing establishments on Sunday; conscientious opposition to Sunday work; "mercantile establishment" defined. (SC Code 1976. 53-1-120)

It shall be unlawful for any person to employ, require or permit the employment of children to work or labor in any mercantile establishment or manufacturing establishment on Sunday. Provided, that no employee shall be required to work on Sunday, who is conscientiously opposed to Sunday work; and if any employee should refuse to work on Sunday on account of conscientious or physical objections he or she shall not jeopardize his or her seniority rights by such refusal or be discriminated against in any other manner. This section shall not apply to those manufacturing establishments described in Section 53-1-130.

The term "mercantile establishment" shall be construed to mean any place where goods or wares are offered or exposed for sale, except cafeterias and restaurants. The term "manufacturing establishment" shall be construed to mean any plant or place of business engaged in manufacturing. The Commissioner of Labor and factory inspectors are charged with the enforcement of this section. The commissioner and his duly authorized agents or inspectors shall have free access to any place where children are employed for the purpose of enforcing compliance with the provisions of this section. Any person who hinders or obstructs the commissioner, or any of his duly authorized agents or inspectors in the performance of their duties shall be guilty of violating this section. Any person violating any of the provisions hereof shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine of not less than twenty-five dollars, nor more than one hundred dollars, or imprisonment not to exceed thirty days for each offense.

9. Federal Law Fair Labor Standards Act

The Fair Labor Standards Act (FLSA) sets wage, hour and employment standards that affect most workers in the United States, including young people. The standards affecting young workers vary for different age groups and for farm and nonfarm work.

Nonfarm Work

If you are eighteen years old, you may work at any time in any job.

If you are 16 or 17 years old, you may work in any occupation except those declared hazardous by the Secretary of Labor. The 17 Hazardous Occupations Orders for nonfarm work deal with the following areas.

1. Manufacturing or storing explosives
2. Driving a motor vehicle and being an outside helper
3. Coal mining
4. Logging and sawmilling
*5. Power-driven wood-working machines
6. Exposure to radioactive
7. Power-driven hoisting apparatus
*8. Power-driven, metal-forming, punching, and shearing machines
9. Mining, other than coal mining
10. Meat packing or processing
11. Power-driven bakery machines
12. Power-driven paper-products machines
13. Manufacturing brick, tile, and related products
*14. Power-driven circular saws, band saws, and guillotine shears
15. Wrecking, demolition, and shipbreaking operations
*16. Roofing operations
*17. Excavating operations

If you are 14 or 15 years old, you may work in office, clerical, and sales jobs.

You may also work in a number of jobs in retail, food-service, and gasoline-service establishments, such as:

1. Cashiering, price marking, and tagging (by hand or machine).
2. Assembling orders, packing, and shelving.
3. Bagging and carrying out orders.
4. Serving foods and beverages.
5. Cleanup work.
6. Car washing and polishing.
7. Operating gas pumps and performing other courtesy services.
8. Cleaning vegetables and fruits, and wrapping, sealing, labeling, weighing, pricing, and stocking goods.
9. Errand and delivery work by foot, bicycle, or public transportation.

But you may not work:

1. During school hours.
2. Before 7 a.m. or after 7 p.m. (9 p.m. from June 1 through Labor Day).
3. More than 18 hours during school weeks.
4. More than 3 hours on school days.
5. More than 40 hours in nonschool weeks.
6. More than 8 hours on nonschool days.

At any age, you may:

1. Deliver newspapers to the consumer.
2. Act or perform in motion pictures on in theatrical, radio or television productions.
3. Work for your parents, except in manufacturing, mining or hazardous nonfarm jobs.

Farm Work

If you are 16 years old, you may work at any time in any farm job.

If you are 14 or 15 years old, you may work outside school hours in any farm job except those declared hazardous by the Secretary of Labor.

If you are 12 or 13 years old, you may work outside school hours in nonhazardous farm jobs with your parent's written consent, or you may work on a farm where your parents are employed.

If you are younger than 12 years old, you may work outside school hours in nonhazardous farm jobs with your parent's written consent on farms where the employees do not have to be paid the minimum wage.

Local minors 10 and 11 years of age may work for no more than 8 weeks between June 1 and October 15 for employers who receive approval from the Secretary of Labor. This work must be confined to hand-harvesting short season crops outside school hours under very limited and specified circumstances prescribed by the Secretary of Labor.

At any age, you may work in any farm job on a farm that your parents own or operate.

Minimum Wage

If you work in a job covered by the Fair Labor Standards Act, you must be paid the same minimum wage and overtime pay as older workers, unless a specific exemption applies.

Age Certificates

When you apply for an employment or age certificate, be sure to take documented proof of your age, such as a birth certificate.

Civil Penalty

Employers who violate the FLSA child labor provisions or any regulation issued under them may be subject to a civil money penalty up to $1,000 for each violation.

APPENDIX A

Employment Security Commission
1550 Gadsden Street
P. O. Box 995
Columbia, SC 29202
(803) 758-2583

South Carolina Labor Department
Landmark Center, 3600 Forest Drive
P. O. Box 11329
Columbia, SC 29211
(803) 758-2851

State Workmen's Compensation Fund
Dutch Plaza, 800 Dutch Square Boulevard
Building C, Suite 160
Columbia, SC 29210

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division
200 Constitution Avenue, N.W.
Washington, DC 20210
(202) 523-8305

American Federation of Labor
Congress of Industrial Organizations
1625 Charleston Highway
West Columbia, SC 29169
(803) 791-9025

APPENDIX B

Answers to Crossword Puzzle

Across

1. Employer
2. Me
3. Hand
4. Mat
5. Signal
6. Labor union
7. Ono
8. End
9. Minor
10. Year
11. Employment
12. Age
13. Affirmative
14. Nest
15. Epitome
16. Minimum
17. Sex
18. On
19. Oh
20. Byssinosis
21. State

Down

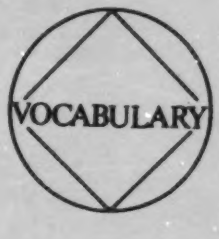
22. Ma
23. PT (abbr. physical therapy)
24. Discrimination
25. Ind (abbr. independent)
26. Ane
27. Boa
28. Rile
29. Joy
30. Court
31. Management
32. Pg (abbr. page)
33. Ma'am (contraction)
34. Train
35. Races
36. Fair
37. Room
38. Agency
39. Ve
40. Mi
41. Must
42. Mon (abbr. Monday)
43. So

Sports and the Law

SPORTS AND THE LAW

Objective

Students will be able to identify the ways in which the law impacts sports, from the sandlot to the professional arena.



Vocabulary

1. NLRB (National Labor Relations Board): Ensures that employers and unions do not (a) refuse to bargain; (b) interfere in union organization; (c) exert undue influence on any employee with regard to union activity; (d) fire or otherwise punish employees for their union positions.

2. TITLE IX: A 1972 Federal act which tries to ensure that women are treated fairly in any educational program that receives Federal financial help. The act provides that "no person in the United States shall, on the basis of sex, be excluded from participation in or be denied the benefit of or be subject to discrimination under any program or activity receiving Federal financial assistance."

3. NEGOTIATION: The act of settling or arranging the terms and conditions of a bargain, sale, or other business transaction

4. ANTITRUST: Laws to protect trade and commerce from unlawful restraints and monopolies or unfair business practices

Learning Activities

1. Begin your discussion with the following riddle. (NOTE: Do not give the hint immediately. If, after due time, students do not have the right answer, then give the hint to them.)

   "A man is afraid to go home because another man is waiting for him with a mask on. Why is he afraid to go home?"

   HINT: This riddle is about sports.

ANSWER: The man is a baseball player attempting to score a run. He is afraid to go home (home plate) because the catcher is waiting to tag him out.

Riddle from Weintraub and Kreiger's **Beyond the Easy Answer.**

2. Encourage students to read one of the following books and complete an analysis of such legal topics as: authority, responsibility, citizenship, conflict/conflict resolution, justice, fairness, discrimination, and the rights of others.

Rebound Caper, Thomas Dygard
A Shining Season, William Buchanan
The Chosen, Chaim Potak
Johnny Long Legs, Matt Christopher
The Baseball Bargain, Scott Corbett
Nice Guy, Go Home, Robert Weaver
Hang Tough, Paul Mather and Alfred Sloat
The Kid from Tomkinsville, John R. Tunis
Not Bad, for a Girl, Isabella Taves

3. Ask your students what they would rather be doing if they were not in class today. Place their comments on one side of the blackboard labeled "Recreation." (Rule out "sleep" as a response.) Once you have about seven or eight responses, ask students to name the possible conflicts which might arise from each recreational activity. List these. Then discuss how each conflict might be resolved.

4. Have students bring newspaper and magazine articles about contractual battles and other legal entanglements of their favorite sports figures. Discuss these items. Question them about the amount of money their favorite stars receive and discuss their responses.

5. Share this joke with students: "I went to a fight the other day and a hockey game broke out." (Rodney Dangerfield)

Discuss the following quotation:

> "Sports used to be appropriately rugged, but now they've slid over to being too violent. Why? ...Most commentators agree on at least two factors: (1) a greater emphasis on winning than on sportsmanship; and (2) a surge in spectators' demands for brute force."

From "Kill 'Em! Sports Violence and the Law," Teri Engler, **Update on Law Related Education,** Spring, 1983.

6. Ask students to describe any sports event they observed or in which they participated where there was a disagreement on the process, ruling, or call by the official. Identify the problem. Who argued for each team? What was the final outcome?

7. Jan Muluaney is a transfer student from Atwater High in Columbia, South Carolina to Martin High in Spartanburg, South Carolina. At Atwater, Jan was a standout on the girl's soccer team. Martin High has no girls' soccer team, so Jan intends to try out for the boys' team. The school principal and the soccer coach deny her a chance to try out. Discuss whether she should be allowed to play if she is sufficiently skilled.

8. Invite a local lawyer to your class to discuss sports and the law.

9. In the Fall of 1983, the cable television sports network ESPN began offering its customers what is billed as "ACC Season Tickets on ESPN." The regular customers who had already paid for ESPN would have had to pay extra money to access the ACC games. Successful suits in several parts of the country forced ESPN to abandon this project. Ask students the reason(s). Invite an attorney to visit your class and comment on this matter.

10. Have students bring to class newspaper and magazine articles concerning television broadcasting rights and money in sports.

11. In 1982, the players of the National Football League went on strike. Have students research this controversy in magazines and newspapers. Discuss.

12. In 1982, Oakland Raiders' owner Al Davis wanted to move his team from Oakland to Los Angeles. The National Football League refused to allow the move. Mr. Davis sued in federal court asserting that the NFL owners were conspiring to limit competition in football which constituted an illegal restraint of trade. He won in Federal court, but appeals continue. Have students research and discuss this issue.

13. Obtain copies of the following magazines and books.

    Update on Law Related Education, Sports and the Law, and **Sports and the Law, Part II**, Fall, 1979 and Spring, 1983. For copies, write:

    Update
    American Bar Association
    1155 East 60th Street
    Chicago, IL 60637

    Sports and the Law, Appenzeller, Engler, Mathews, Riekes & Ross, West Publishing Company, Inc., 170 Old Country Road, Mineola, NY, 11501.

14. The school boards of Charleston, South Carolina and Los Angeles, California recently required all athletes to maintain a "C" average in order to participate in sports. Discuss.

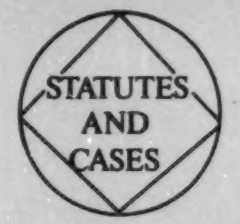
Evaluation

Have students write an essay entitled, "Legal Issues in the Sports Arena" in which they should mention four of the following issues:

Antitrust
Salary and contract disputes
Player strikes
Violence
Sex discrimination
Television contracts

Award extra points for discussion of sports law issues not mentioned (e.g., the U.S. boycott of the Olympics, or problems of drugs and sports).

The essays should be one to two pages in length.



STATUTES AND CASES

Be sure to discuss the following case reports with students. (All were taken from **Update Magazine.**)

Transfers and Playing Rights

1. **Sturrup v. Mahan,** 290 NE2d 64 (Indiana, 1972). In this case, the court was confronted by a young man who had transferred from a Miami high school to one in Bloomington, Indiana and wanted to play varsity football without waiting a year to become eligible, as specified in the rules of the Indiana High School Athletic Association. The athletic association passed the rules to limit excessive recruiting of talented high school athletes. Though the court ultimately decided for the young man, on the grounds that the regulations in question were more broadly drawn than is necessary to prevent recruiting or school-jumping, it left no doubt that the principle at stake was an important one, and one that appropriately merited the protection of groups like the athletic association.

> Schools are for education. There is no doubt that extracurricular athletic competition may add to the educational process, but the extracurricular activities should not take precedence over the curricular activities of the school. The sideshow may not consume the circus. The prevention of recruiting and school-jumping are both fitting and proper goals by which the Indiana High School Athletic Association (IHSAA) maintains the amateur standing of high school athletics. This we deem to be a compelling state interest.

Are They Here to Play Ball or Get Educated?

1. Curtis Jones is suing his high school coaches and the University of Michigan for $15 million, claiming exploitation of his basketball skills to the detriment of his education. He alleges that learning disabilities kept him from keeping up academically and that he was moved from school to school to capitalize on his basketball talents. Recruited by the University of Michigan, he was sent to a junior college in North Dakota. Jones alleges that he was criticized, taunted, and insulted, that he was unable to cope with the humiliation and emotional pressure, and that he suffered severe psychological injury, has been in and out of hospitals since 1970, and lives on welfare.

   In an article in the **Athletes' Rights Bulletin** (Vol. 1, No. 1, 1982) Maria Ironside states:

> Coach after coach, teacher after teacher, school official after school official ignored Curtis Jones' educational needs and personal well-being in favor of advancing his basketball stardom....If Curtis Jones had ever known just one school administrator, one advisor or coach, or anyone with the clear-headedness and courage to stand up and speak for his educational rights, he might have stood a chance for something better than what he got. He, and all of us, deserve better.

Recently, the wire services reported that eight athletes sued California State University at Los Angeles for $14 million for depriving them of a legitimate education. They were admitted under a special program for minorities and claim they wasted their careers on courses designed only to keep them eligible for basketball. The university and its basketaball coach say the charges are 180 degrees wrong.

2. Mark Hall played basketball at the University of Minnesota. He had passed 90 hours of work in the university's nondegree program. Under Big 10 Conference rules, he had to enter a degree program or lose his eligibility. However, he was denied admission for his senior year because of academic problems and unspecified allegations concerning his conduct.

   Hall brought suit seeking an injunction against the school. He alleged he had been denied due process and said he should be permitted to play (**Hall v. University of Minnesota,** 530 F. Supp. 104, District of Minnesota, 1982). Noting that the Fourteenth Amendment prohibits state agencies (including a public university) from depriving anyone of "life, liberty, or property" without due process of law, the court held that he had a constitutionally protected property interest in participating in athletic programs because of his legitimate expectations of securing a professional contract if he played college basketball during his senior year. As a result, the court said, Hall was entited to a hearing.

   In analyzing the case, the court concluded that Hall was the victim of a "tug of war" between the university's academic wing and its athletic department. The judge showed little sympathy for either group, but much sympathy for Hall as a pawn in this game:

> The university's academic wing argues that if this court orders Hall into a degree program, its academic standards and integrity would be undermined. Hall and his fellow athletes were never recruited on the basis of scholarship and it was never envisioned they would be on the Dean's List. Consequently we must view with some skepticism the university's claim regarding academic integrity. This court is not saying that athletes are incapable of scholarship; however, they are given little incentive to be scholars and few persons care how the student-athlete performs academically, including many of the athletes themselves. The exceptionally talented student-athlete is led to perceive the basketball, football and other athletic programs as farm teams and proving grounds for professional sports leagues. It well may be true that a good academic program for the athlete is made virtually impossible by the demands of their sport at the college level. If this situation causes harm to the university, it is because they have fostered it and the institution rather than the individual should suffer the consequences.

Antitrust

In **Blalock v. Ladies Professional Golf Association,** 359 F. Supp. 1260 (1973), golf was subjected to antitrust regulation. Jane Blalock was one of the top women golfers on the tour. After she was accused of illegally moving her ball to be in a better position during a tournament, the LPGA voted to suspend Blalock from

play for one year. She denied the allegation and sued on antitrust grounds. The court agreed with her claims, holding that her fellow players exercised unfettered discretion in deciding the punishment and benefitted from the reduced competition brought about by the suspension. No rules existed to guide the LPGA in selecting a punishment. In essence, by choosing suspension, the players conspired to restrain trade by eliminating a prize money competitor. (Blalock celebrated her judgment of $13,000 in damages and $95,000 in legal fees by winning a $10,000 tournament purse the next day.)

Violence

In many suits involving sports violence, the primary defense is "assumption of risk." This defense is not unique to sports. It is an old defense, derived from the common law, which may be used by defendants in any negligence suit who claim that the planitiff knew about the danger and yet voluntarily exposed him/herself to it. If you know I'm a terrible driver and nonetheless ride with me, then you've assumed the risk of an accident and probably can't collect if one occurs. The underlying rationale is that no one should be held liable for injuries that another essentially consented to.

But how can we apply this old principle to contact sports? For one thing, the player does not assume **all** risks. Courts have ruled, for example, that a person does not assume the risk of being hurt as a result of flagrant and intentional violations of safety rules. Consequently, a baserunner who purposely ran five feet outside of the baseline to smash into the second baseman found himself on the losing side of a court case. **(Bourque v. Duplechin,** 331 So. 2d 40, La. App. 1976).

A federal appellate court reached an analogous conclusion in the now-famous case of **Hackbart v. Cincinnati Bengals,** 435 F. Supp. 353 (1977), revised 601 F.2d 516. The plaintiff in the case, Dale Hackbart of the Denver Broncos, was a veteran defensive back in the NFL. Just before Hackbart was injured, Charles "Boobie" Clark, a rookie running back, had run a pass pattern on the right side of Bronco's end zone. The pass was intercepted by Billy Thompson, a Denver free safety, who returned it to mid-field. Hackbart's injury occured in the aftermath of this pass play.

Because of the interception, the roles of Hackbart and Clark suddenly changed. Hackbart, who had been defending, instantaneously became an offensive player, and Clark had to try to make the tackle. Acting as an offensive player, Hackbart attempted to block Clark by throwing his body in front of him. Afterwards, he remained on the ground and turned, with one knee on the ground, to watch the rest of the play. The summary of facts from the court case on the incident tells what happened next. Boobie Clark, "acting out of anger and frustration but without specific intent to injure," stepped forward and struck the back of Hackbart's head and neck with his right forearm. The force of the blow caused both men to fall forward to the ground. Both players, without complaining to the officials or to one another, returned to the sidelines since the ball had changed hands and new offensive and defensive teams took the field.

Since the officials didn't see the incident, no foul was called. However, the game film showed very clearly what had happened. Hackbart did not report the incident to his coaches or to anyone else during the game. The next day he felt so much pain that he couldn't play golf. He did not seek medical attention, but the continued pain caused him to report the injury and the incident to the Bronco trainer, who gave him treatment. Although Hackbart played the next two games, his usefulness was limited, and he was then released on waivers. He sought medical help, and only then was it discovered that he had a serious neck injury. Hackbart felt the blow shortened his career as well as causing him pain and suffering, so he sued Clark and the Bengals.

Though Clark admitted that the blow had not been accidental, the trial court ruled as a matter of law that the game of professional football is basically a business which is violent in nature, and that the available sanctions are imposition of penalties and expulsion from the game. The court recognized that many fouls are overlooked, that the game is played in an emotional and noisy environment, and that incidents such as the one in the case are not unusual. Indeed, said the court, the very character of professional football suggests that a player's conduct can't be judged by standards of reasonableness.

The court also said it was wrong to apply personal injury law to professional football, noting the unfairness of holding that one player has a duty of care for the safety of others. According to the court, the concepts of assumption of risk and contributory fault applied because as a professional football player, Hackbart had been trained to disregard injury to himself and opposing players. Hackbart had in effect accepted the risk that he would be injured by an opposing player during an emotional outburst.

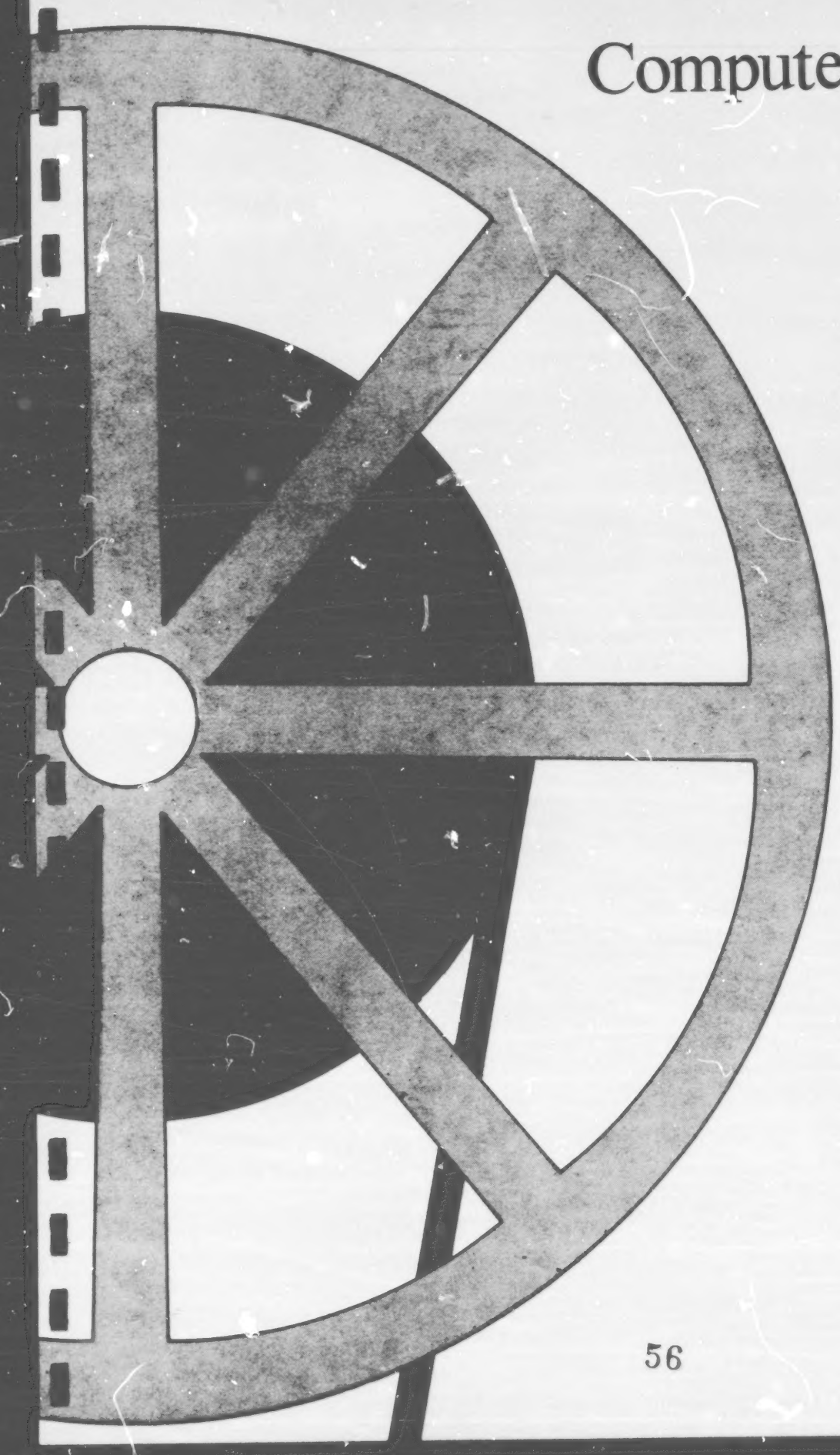
Finally, the court ruled that earlier cases which had imposed liability did not apply because, since they involved injuries in amateur contests, their theory of recovery depended on the notion that players had a duty to each other, and thus an objective standard of conduct could be derived, based on what a hypothetically reasonable and prudent person would do in a given situation. This was not applicable in professional football, since training does not include regard for safety of others. The court held that professional football must regulate itself.

On appeal, the Tenth Circuit reversed, holding that tort principles are not suspended simply because an injury takes place during a game, even a professional football game. The court looked to recklessness, rather than assault and battery, as the proper basis for liability.

Although acts of violence might be common in other professional games, the court added, this was irrelevant to the present inquiry. Noting that the trial court went beyond the evidence in determining "that as a matter of social policy the game was so violent and unlawful that valid lines could not be drawn," the appellate court took the view that this was not a proper issue for determination and that "the plaintiff was entitled to have the case tried on an assessment of his rights and whether they had been violated" (601 F.2d at 526).

Though the appellate court sent the case down for a retrial, it never came to court again. The Bengals and Hackbart agreed on a settlement.

Computer Crime



COMPUTER CRIME

Objective

Students will be able to cite the ways in which computers can be used to violate the law and to violate the rights of individuals.

Vocabulary

1. FRAUD: An intentional perversion of the truth for the purpose of inducing another in reliance upon it to part with some valuable thing belonging to him/her or to surrender a legal right
2. MAIN FRAME COMPUTER: A large computer used by an institution to store huge amounts of data
3. MODEM: A device which can be used to connect via telephone a small personal computer with a large main frame computer
4. PASSWORD: A word which must be given to a computer to gain access to a data file
5. PRIVACY: The right of a person to withhold him/herself from purbli scruting; a fundamental right guaranteed by the Constitution

Learning Activities

1. Have students bring in magazine and newspaper articles about computer crime.
2. Discuss the intent of the South Carolina law on computer crime.
3. Invite an Apple or IBM representative to your class to discuss computer crime and security measures which have been taken.
4. Invite a representative of the banking industry to your class to discuss computer crime.

5. Discuss the following excerpt from an article from the October 12, 1983 issue of **The Progressive.**

The Milwaukee youths who "raided" some sixty computers this summer inadvertently taught us some lessons about the computer age. A group of young men, most of them members of an Explorer Scout post sponsored by IBM, explored the computers of businesses, a hospital, and even the Los Alamos, New Mexico, nuclear weapons laboratory. They did so by simply dialing up targets on the telephone and punching in hypothetical passwords until they gained access.

The incidents show how fragile personal privacy is when machines carry out messages and store our records. And the forays underscored the naivete of many computer users about security....

Basic precautions probably could have prevented unauthorized entry by home computer buffs. All of the compromised systems afforded access at odd hours, all allowed repeated attempts at guessing the password. In one case, more than forty guesses were made without an alarm sounding.

But the most sobering aspect of this summer's events is the government's peculiar role in keeping computer "windows" open to abusers. None of the systems broken into by the Milwaukee youths was protected by a cipher device that was developed years ago but apparently sabotaged by the National Security Agency, the secret eavesdropping branch of the federal intelligence establishment.

According to computer experts, the NSA has blocked efforts to market sophisticated encryption boxes which are installed on the communication lines leading into a computer. Why? The government is fearful that such devices could undermine its ability to monitor computer communications, says David Burnham, author of the recently published book, **The Rise of the Computer State.**

One of the clearest examples of federal intervention involved, coincidentally, a professor at the Milwaukee campus of the University of Wisconsin. In his book, Burnham describes the official resistance encountered by computer engineer George Davida when he invented an encryption box in the late 1970s. In 1978, Davida's patent application to the Commerce Department was turned down "for reasons of national security." Later that year, the NSA ordered him not to publish details of his invention.

Though the NSA backed down after members of Congress protested, Davida ran into another obstacle: The Federal Bureau of Standards adopted encryption standards different from the ones he used, effectively freezing his box out of the market.

The sanctioned algorithms, as the mathematical calculations are known, can be cracked, whereas Davida's numbers seem to be foolproof. "That fact," recently noted **The Capital Times** in Madison, Wisconsin, "has led several experts to charge that the Bureau of Standards gave the NSA exactly what it wanted -- a set of algorithms that the agency could easily decipher."

6. Ask your students to attend the movie "War Games" (or plan a field trip). Discuss.

7. Ask students to list what could be accomplished by a criminal who accesses a bank's main frame computer and what law that might violate. Examples:

Action	Crime
a. Increasing the amount of money in your savings or checking account	Fraud, embezzlement
b. Adding your name as a fictitious account payable for the bank	Fraud
c. Decreasing the amount you owe the bank on a loan	Fraud
d. Increasing the interest percentage to which you are entitled on a savings or checking account	Fraud; embezzlement
e. Accessing financial information about other customers	Invasion of privacy
f. Possibly involving transferring that information across state lines	Transferring stolen property across state lines

8. Have students list all the institutions, private and public, that collect data on U.S. citizens and store the information on computers. (Examples: hospitals, schools, banks, FBI, Internal Revenue Service, credit bureaus, department stores, SLED, etc.)

9. Discuss these issues.

   a. There is a South Carolina law making it a crime to access sensitive computer information. There should not be such a law.

   b. People have a right to be let alone--to remain anonymous.

10. Play for students the song, "I Got a Feeling Somebody's Watching Me" by Rockwell. Discuss.

11. Divide students into four groups and ask them to make a list of security measures they think could be taken by institutions with sensitive data stored on computers to prevent theft or abuse. Compare their lists with the following suggestions for improving security in data processing operations by IBM.

    a. Control access to the system area.

    b. Define responsibilities for the security of data, systems, and programs.

    c. Involve a number of people in sensitive functions.

d. Indoctrinate data processing personnel with the importance of security and their individual responsibilities in achieving it.

e. Maintain a data inventory or other measure of the value of your data holdings.

f. Take prompt, decisive, corrective action when security is jeopardized or lost.

g. Protect yourself against the destructive activities or disgruntled data processing personnel.

h. Set up emergency security procedures.

i. Limit access to terminals.

j. Change keys, combinations and passwords frequently.

k. Limit access to your working tape and disk libraries.

l. Maintain adequate backup files.

m. Control the use of information on scratch packs or tapes and other residual data.

n. Keep sensitive data out of the outgoing paper trash.

o. Establish procedures and instructions for system operators.

Evaluation

Expect students to score 80% on the following quiz.

1. List six security steps that might be taken to prevent computer crime.

   a. _____

   b. _____

   c. _____

   d. _____

   e. _____

   f. _____

2. List four actions that would constitute a computer crime.

   a. _____

   _____

   b. _____

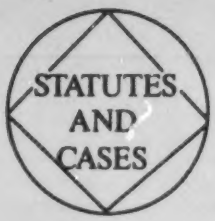
   _____

   c. _____

   _____

   d. _____

   _____



STATUTES

The following legislation is South Carolina's stance on computer crime. Read and discuss. Invite an attorney to your class to elaborate.

(R519, S919)

AN ACT TO AMEND TITLE 16, CODE OF LAWS OF SOUTH CAROLINA, 1976, RELATING TO CRIMES AND OFFENSES BY ADDING CHAPTER 16 SO AS TO ESTABLISH THE CRIMES OF COMPUTER CRIME IN THE FIRST DEGREE, IN THE SECOND DEGREE, AND IN THE THIRD DEGREE, TO PROVIDE PENALITIES FOR VIOLATIONS, AND TO PROVIDE VENUE FOR THESE VIOLATIONS.

Be it enacted by the General Assembly of the State of South Carolina:

Act may be cited

SECTION 1. This act is known and may be cited as the South Carolina Computer Crime Act of 1984.

Computer Crime Act

SECTION 2. Title 16 of the 1976 Code is amended by adding:

"Chapter 16
Computer Crime Act

Section 16-16-10. For purposes of this chapter:

(a) 'Computer' means an electronic device that performs logical, arithmetic, and memory functions by manipulating electronic or magnetic impulses, and includes all input, output, processing, storage, computer software, and communication facilities that are connected or related to a computer in a computer system or computer network; but does not include any computer or other electronic device designed and manufactured for, and which is used exclusively for routine personal, family, or household purposes and which is not used to access, to communicate with, or to manipulate any other computer.

(b) 'Computer network' means the interconnection of communications lines, or any other communications facilities, with a computer through remote terminals, or a system consisting of two or more interconnected computers.

(c) 'Computer program' means a series of instructions or statements executable on a computer which directs the computer system in a manner to process data or perform other specified functions.

(d) 'Computer software' means a set of computer programs, data, procedures or associated documentation concerned with the operation of a computer system.

(e) 'Computer system' means a set of related, connected or unconnected, computer equipment, devices, or software.

(f) 'Property' means and includes, but is not limited to, financial instruments, data, computer software, documents associated with computer systems, and computer software, or copies thereof, whether tangible or intangible, including both human and computer system readable data, and data while in transit.

(g) 'Services' means and includes, but is not limited to, the use of the computer system, computer network, computer programs, or data prepared for computer use, or data obtained within a computer system, or data contained within a computer network.

(h) 'Data' means a representation of information, knowledge, facts, concepts, or instructions that has been prepared or is being prepared in a formalized manner and has been processed, is being processed or is intended to be processed in a computer, computer system, or computer network. Data may be in any form including, but not limited to, computer printouts, magnetic storage media, punched cards, or as stored in the memory of the computer or in transit or displayed on a video device.

(i) 'Access' means to instruct, communicate with, attempt to communicate with, store data in, retrieve data from, or otherwise make use of or attempt to make use of any resources of a computer, computer system, or computer network.

(j) 'Computer hacking' means accessing all or part of a computer, computer system, or a computer network for the purpose of establishing contact only; without the intent to defraud or commit any other crime after such contact is established; and without the use of computer related services except such services as may be incidental to establishing contact.

Section 16-16-20.

(1) It is unlawful for any person to wilfully, knowingly, maliciously, and without authorization or for an unauthorized purpose to do any of the following:

(a) Directly or indirectly access or cause to be accessed any computer, computer system, or computer network for the purpose of (i) devising or executing any scheme or artifice to defraud, or (ii) obtaining money, property, or services by means of false or fraudulent pretenses, representations, promises, or (iii) committing any other crime.

(b) Alter, damage, destroy, or modify any computer, computer system, computer network, computer software, computer program, or data contained in such computer, computer system, computer program, or computer network.

(2) A person is guilty of computer crime in the first degree if the amount of gain directly or indirectly derived from the offense made unlawful by subsection (1) or the loss directly or indirectly suffered by the victim exceeds twenty-five thousand dollars. Computer crime in the first degree is a felony, and upon conviction thereof, a person must be punished by a fine of not more than one hundred twenty-five thousand dollars or imprisonment for not more than ten years, or both.

(3) (a) A person is guilty of computer crime in the second degree if the amount of gain directly or indirectly derived from the offense made unlawful by subsection (1) or the loss directly or indirectly suffered by the victim is greater than one thousand dollars but not more than twenty-five thousand dollars.

(b) A person is also guilty of computer crime in the second degree where (i) he interferes with, causes to be interfered with, denies or causes to be denied any computer service to any authorized user of such computer service for the purpose of devising or executing any scheme or artifice to defraud, or obtaining money, property, or services by means of false or fraudulent pretenses, representations, or promises, or committing any other felony; (ii) he deprives the owner of possession of, or takes, transfers, conceals, or retains possession of any computer, data, computer property, or computer related property, including all parts of a computer, computer system, computer network, computer software, computer services, or information associated with a computer, whether in a tangible or intangible form; or (iii) the gain derived from the offense made unlawful by subsection (1) or loss suffered by the victim cannot reasonably be ascertained.

(c) Computer crime in the second degree is a felony, and upon conviction thereof for a first offense, a person must be punished by a fine of not more than fifty thousand dollars or imprisonment for not more than three years, or both. Upon conviction for a second or subsequent offense, a person must be punished by a fine of not more than fifty thousand dollars or imprisonment for not more than seven years, or both.

(4) A person is guilty of computer crime in the third degree if the amount of gain directly or indirectly derived from the offense made unlawful by subsection (1) or the loss directly or indirectly suffered by the victim does not exceed one thousand dollars. A person is also guilty of computer crime in the third degree if he wilfully, knowingly, and without authorization or for an unauthorized purpose engages in computer hacking. Computer crime in the third degree is a misdemeanor, and upon conviction thereof for a first offense, a person must be punished by a fine of not more than thirty days. Upon conviction for a second or subsequent offense, a person must be punished by a fine of not more than two thousand dollars or imprisonment for not more than two years, or both.

Section 16-16-30. For the purpose of venue under this chapter, any violation of this chapter shall be considered to have been committed in the county in which the violation took place; provided, that upon proper motion and the proper showing before a judge, venue may be transferred if justice would be better served by such transfer, to one of the following:

(1) In any county in which any act was performed in furtherance of any transaction which violated this chapter;

(2) In the county of the principal place of business in this State of the owner or lessee of a computer, computer system, computer network or any part thereof which has been subject to the violation; or

(3) Any county in which any violator had control or possession of any proceeds of the violation or of any books, records, documents, property, financial instrument, computer software, computer program, or other material or objects which were used in the furtherance of the violation.

Section 16-16-40. The provisions of this chapter must not be construed to preclude the applicability of any other provision of the criminal law of this State, which presently applies or may in the future apply, to any transaction which violates this chapter."

Time effective

Section 3. This act shall take effect upon approval by the Governor.

In the Senate House the 13th day of June.
In the Year of Our Lord One Thousand Nine Hundred and Eighty-Four.

Michael R. Daniel,
President of the Senate
W. Sterling Anderson
Speaker Pro Tempore of the
House of Representatives

Approved the 19th day of June, 1984.

Richard W. Riley,
Governor

----XX----

Printer's Date -- 6/20/84 -- S.

Warranty/Products Liability

WARRANTY/PRODUCTS LIABILITY

Objective

Students will be able to list and explain their legal rights and responsibilities when making a purchase of a consumer product.

Vocabulary

1. WARRANTEE/GUARANTEE: A promise made by a manufacturer or seller to stand behind the product; a written promise from a manufacturer that a product is free of all defects and will work and last

2. FULL WARRANTY: Provides that (1) a defective product will be fixed or replaced free; if it cannot be fixed (you get your choice of a new one or your money back); (2) it will be fixed in a reasonable time after you complain; (3) you will not have to do anything unreasonable to get warranty service (such as shipping a piano back to the factory); (4) the warranty is good for anyone who owns the product during the warranty period. It does not, however, have to cover the entire product, such as tires and battery on a new car.

3. LIMITED WARRANTY: Puts a limit on a warrantor's responsibilities; limits what the warranty covers and can exclude certain items from being covered (i.e., parts and not labor, only the original purchaser is covered, only a portion of the cost will be refunded, etc.)

4. IMPLIED WARRANTY: An unwritten guarantee that a product will do what it is supposed to do. The law provides that everything you buy must meet the conditions of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE.

5. MERCHANTABILITY/MERCHANTABLE: The product must be in working order when it is purchased or else it must be labeled as not working (i.e., as when a product is sold "as is").

6. FITNESS FOR A PARTICULAR PURPOSE: You can expect what you buy to be used for its normal job. The seller must advertise a product for its intended purpose; if the seller guarantees that a product will perform a certain function, you can expect that it will perform that function.

7. EXPRESS WARRANTY: A warranty created by the clear, explicit statements of the seller or person to be bound by the warranty

8. DISCLAIM/DISCLAIMER: A denial of a legal claim; formal refusal to accept liability; that which is not covered by the warranty must be set out in writing in the warranty provisions (that language is known as the disclaimer).

9. PRIVITY: Traditionally, privity has meant that in order for a lawsuit to be brought, there must exist a contractual relationship (warranty) between a plaintiff (seller/manufacturer) and a defendant (consumer). However, the law now holds that a seller's warranty, whether express or implied, extends to any natural person who is in the family or household of the buyer or who is a guest in the buyer's home if it is reasonable to expect that such person may use, consume or be affected by the goods and who is injured in person by breach of the warranty. A seller may not exclude or limit the operation of this section of the Uniform Commercial Code.

10. PRODUCTS LIABILITY: The legal liability (duty) of manufacturers and sellers to compensate buyers, users and even bystanders for damages or injuries suffered because of defects in goods (products) purchased

11. LIABILITY/LIABLE: Obligated according to law or equity; responsible; answerable; compellable to make satisfaction, compensation or restitution; condition of being bound to respond because a wrong has occurred

12. STRICT LIABILITY: Liability without fault. In some defective product cases, the seller/manufacturer is liable regardless of the degree of its care, good faith or ignorance of the defect.

13. CONSEQUENTIAL DAMAGES: Damages to goods caused by a defective product (such as spoiled food in a defective freezer) are recoverable unless excluded in writing by the warranty covering such product.

14. CONTRIBUTORY NEGLIGENCE: The act or omission amounting to lack of ordinary care on the part of the consumer, which, together with the seller/manufacturer's negligence, is proximate cause of injury.

15. ASSUMPTION OF RISK: Where the complaining party assumes those risks which are inherent in the use of a product, the seller/manufacturer is not responsible for those injuries suffered; that to which a person agrees is not regarded in law as an injury.

Learning Activities

1. Contact the following organizations for more information about warranties and products liability.**

**For addresses of agencies, refer to Appendix A at end of lesson.

Federal Trade Commission
Better Business Bureau
State/Federal Consumer Protection Agency
State Attorney General
S.C. Department of Consumer Affairs

Check phonebook for other consumer protection agencies in your area.

2. Have students bring in examples of warranties (i.e., hairdryer, automobile, refrigerator, bicycle, radio/stereo, walkman, television, etc.). Identify:

   a. Type of warranty (full or limited)

   b. Length of warranty

   c. Conditions of repair or replacement

   d. Consumer service facilities (where you go to have the product repaired)

   e. Warranty disclaimers

   f. Person to contact with complaints

   g. Name and address of business

   h. Coverage

   i. Notice regarding rights of consumer

3. Contact community resource persons from the list of agencies compiled in Activity No. 1 and invite them to come to your class. Another good source would be a local attorney who specializes in products liability cases. Be certain that students are well prepared to ask questions. The following are possible issues for discussion.

   a. Find out what your responsibilities are in making a purchase (especially in altering a product, misuse, etc.).

   b. Under what, if any, circumstances are statements made by sellers considered warranties (such as those statements which might be made by a salesperson when a consumer is buying a used car)?

   c. What procedures should be followed in filing a complaint?

   d. Are there any local laws relating to warranties or products liability?

   e. Can you give some examples of actions that have been brought in our community on the grounds of strict products liability? How were these cases decided?

   f. If there is a notice limiting liability on a product at the time it is purchased, does that mean that the manufacturer cannot be held strictly liable if the product turns out to be defective or unsafe?

4. Obtain Program 11, "Contract and Consumer Law," of the Instructional Television series **Ways of the Law.** Pay special attention to the lesson guide to the series for further learning activities for your class. For information about the series, call 758-7301.

5. Divide students into small groups. Have them list considerations they think are important before making a purchase. Compare these responses to the following list offered by the Federal Trade Commission.

   a. Read the warranty. The law provides that a warranty must be made available before you buy. Shop around and find the best buy.

   b. Know your responsibilities and follow the warrantor's directions.

   c. Talk to the salesperson, both as you are buying and if problems arise. Get her/him to point out the specifics on the warranty.

   d. Know the limits on your warranties. By having this information, you will not be unprepared if you find something is not covered.

   e. Write to the warrantor. If you have trouble, before you send the item for repairs make sure you get instructions for shipping as well as an estimate as to time and money.

   f. Keep the sales slip with your warranty. You may need to prove the date of purchase.

   g. Contact a consumer group to find out the company's reputation for abiding by its warranty.

6. Collect the warranties generated by Activity No. 2 and assemble piles of warranties covering the same types of products. (One pile for radios, one for televisions, etc.) Divide students into groups and give each group one type of product. Have students read and compare the guarantees of different brands. Ask students what the guarantee shows about what the seller thinks of the quality of the product. Pay special attention to the parts of a warranty listed in Activity No. 2. Ask, "Which do you think is the better buy? Why?"

7. Have students use dictionaries to look up words contained in this lesson that are not included in the vocabulary. Have each student make his/her own list, complete with definitions, of words associated with warranties/products liability.

Evaluation

The students should correctly answer 17 of the 19 starred words of the crossword puzzle. (Refer to Appendix B for answers to crossword puzzle.)

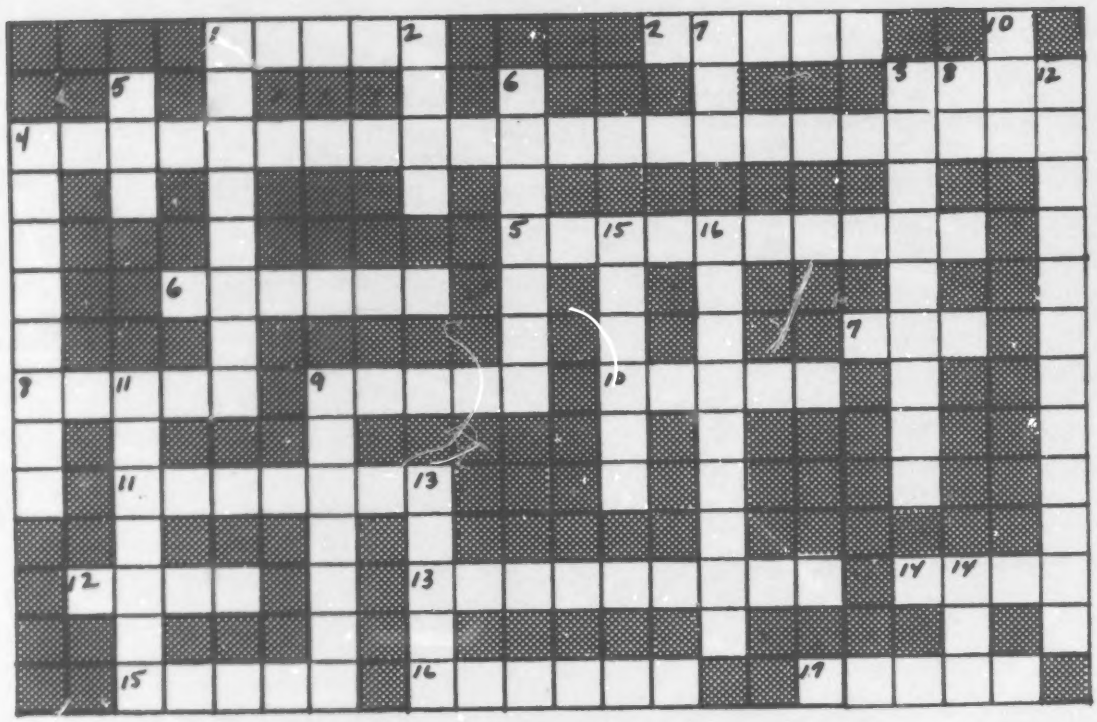
Across

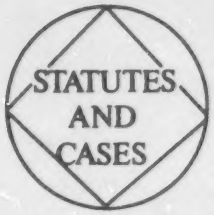
1. Past tense of "wind"
2. Greek fabulist
3. Condemn
*4. Combined with the acts of another, this is cause of injury to oneself
*5. Excludes certain responsibilities of a warrantor
*6. Wrong
*7. Federal agency which implemented the Manguson-Moss Act.
8. Something generally accepted as a medium of exchange
9. A geometric element of which it is postulated that at least two exist and that two suffice to determine a line
*10. Written or printed matter accompanying an article to furnish identification or other information
*11. Obligation
*12. Opposite of limited warranty
*13. Warrant
14. To send or thrust with great vigor
15. Being each individual or part of a group without exception
*16. To make good; fix
*17. Restrict

Down

*1. Written guarantee
*2. Obligation
*3. Lacking something essential
*4. One that utilizes economic goods
5. Large African antelope
*6. Something produced
7. Abbreviation for "engineering"
8. Opposite of "off"
*9. An interest in a legal action to which one is not a party
10. Short for "doctor" (slang)
11. Roman god of the sea
*12. Of commercially acceptable quality
13. _____ Allen Poe
14. Prefix meaning "single"
*15. Opposite of "buyer"
*16. Obligated according to law

CROSSWORD PUZZLE





Warranties

1. **The Uniform Commercial Code** (SC Code 1976)

Warranty of title and against infringement; buyer's obligation against infringement (SC Code 36-2-312)

(1) Subject to subsection (2) there is in a contract for sale a warranty by the seller that

(a) the title conveyed shall be good, and its transfer rightful; and

(b) the goods shall be delivered free from any security interest or other lien or encumbrance of which the buyer at the time of contracting has no knowledge.

(2) A warranty under subsection (1) will be excluded or modified only by specific language or by circumstances which give the buyer reason to know that the person selling does not claim title in himself or that he is purporting to sell only such right or title as he or a third person may have.

(3) Unless otherwise agreed a seller who is a merchant regularly dealing in goods of the kind warrants that the goods shall be delivered free of the rightful claim of any third person by way of infringement or the like but a buyer who furnishes specifications to the seller must hold the seller harmless against any such claim which arises out of compliance with the specifications.

Express warranties by affirmation, promise, description, sample (SC Code 36-2-313)

(1) Express warranties by the seller are created as follows:

(a) Any affirmation of fact or promise, including those on containers or labels, made by the seller to the buyer, whether directly or indirectly, which relates to the goods and becomes part of the basis of the bargain creates an express warranty that the goods conform to the affirmation or promise.

(b) Any description of the goods which is made part of the basis of the bargain creates an express warranty that the goods shall conform to the description.

(c) Any sample or model which is made part of the basis of the bargain creates an express warranty that the whole of the goods shall conform to the sample or model.

(2) It is not necessary to the creation of an express warranty that the seller use formal words such as "warrant" or "guarantee" or that he have a specific intention to make a warranty, but an affirmation merely of the value of the goods or a statement purporting to be merely the seller's opinion or commendation of the goods does not create a warranty.

Implied warranty; Merchantability; usage of trade (SC Code 36-2-314)

(1) Unless excluded or modified (Section 36-2-316), a warranty that the goods shall be merchantable is implied in a contract for their sale if the seller is a merchant wih respect to goods of that kind. Under this section the serving for value of food or drink to be consumed either on the premises or elsewhere is a sale.

(2) Goods to be merchantable must be at least such as

(a) pass without objection in the trade under the contract description; and

(b) in the case of fungible goods, are of fair average quality within the description; and

(c) are fit for the ordinary purposes for which such goods are used; and

(d) run, within the variations permitted by the agreement, of even kind, quality and quantity within each unit and among all units involved; and

(e) are adequately contained, packaged, and labeled as the agreement may require.

(3) Unless excluded or modified (Section 36-2-316) other implied warranties may arise from course of dealing or usage of trade.

Implied warranty; Fitness for particular purpose (SC Code 36-2-315)

Where the seller at the time of contracting has reason to know any particular purpose for which the goods are required and that the buyer is relying on the seller's skill or judgment to select or furnish suitable goods, there is unless excluded or modified under the next section (Section 36-2-316) an implied warranty that the goods shall be fit for such purpose.

Exclusion or modification of warranties (SC Code 36-2-316)

(1) If the agreement creates an express warranty words disclaiming it are inoperative.

(2) Subject to subsection (3), to exclude or modify the implied warranty of merchantability or any part of it the language must mention merchantability and in case of a writing must be conspicuous, and to exclude or modify any implied warranty of fitness the exclusion must be by a writing and conspicuous. Language to exclude the implied warranty of merchantability of fitness for a particular purpose must be specific, and if the inclusion of such language creates an ambiguity in the contract as a whole it shall be resolved against the seller.

(3) Notwithstanding subsection (2)

(a) unless the circumstances indicate otherwise, all implied warranties are excluded by specific language which in common understanding calls the buyer's attention to the exclusion of warranties and makes plain that there is no implied warranty; and

(b) when the buyer before entering into the contract has examined the goods or the sample or model as fully as he desired or has refused to examine the goods there is no implied warranty with regard to defects which an examination ought in the circumstances to have revealed to him; and

(c) an implied warranty can also be excluded or modified by course of dealing or course of performance or, between merchants, by usage of trade.

(4) Remedies for breach of warranty can be limited in accordance with the provisions of this chapter on liquidation or limitation of damages and on contractual modification of remedy (Sections 36-2-718 and 36-2-719).

Cumulation and conflict of warranties express or implied (SC Code 36-2-317)

Warranties whether express or implied shall be construed as consistent with each other and as cumulative, but if such construction is unreasonable the intention of the parties shall determine which warranty is dominant. In ascertaining that intention the following rules apply:

(a) Exact or technical specifications displace an inconsistent sample or model or general language of description.

(b) A sample from an existing bulk displaces inconsistent general language of description.

(c) Express warranties displace inconsistent implied warranties other than an implied warranty of fitness for a particular purpose.

Third party beneficiaries of warranties express or implied (SC Code 36-2-318)

A seller's warranty whether express or implied extends to any natural person who may be expected to use, consume or be affected by the goods and whose person or property is damaged by breach of the warranty. A seller may not exclude or limit the operation of this section.

2. **The Magnuson-Moss Warranty Act**

Because of the many complaints made about warranties by consumers, Congress passed the Magnuson-Moss Warranty -- Federal Trade Commission Improvement Act in 1975. The FTC is given power to formulate rules to implement the act and provide channels of recourse for consumers. Any product warranted in writing with actual cost to the consumer exceeding $15.00 is affected. This act requires that expressed warranties must use language that is easy to understand and be categorized as "full" or "limited."

Consumers can now examine a warranty to aid in their purchase decision before making a final selection. Warranties must include: (a) what is covered and what is not; (b) what period the warranty covers; (c) what the manufacturer will do if something goes wrong; (d) what the buyer can do to take advantage of warranty provisions; (e) what the grievance procedure is, in case there is a disagreement between the buyer and the warrantor; and (f) the name and address of anyone who is authorized to repair the product. The basic purpose of the act is to correct questionable consumer warranty practices.

3. **Gasque v. Eagle Machine Company** 243 SE2d 831 (1978)

This action for breach of warranty was brought against a component part manufacturer of an automatic tobacco picker and others. The Supreme Court held that privity of contract is not required under the Commercial Code for the consumer to maintain an action against component part manufacturer for damages for breach of express and implied warranties in which incidental and consequential damages in the form of economic losses are sought.

4. **Lane v. Trenholm Building Company** 229 SE2d 728 (1976)

This action was brought by purchaser of house against vendor alleging that failure of septic tank system to function properly breached implied warranty that the house was fit for use as a residence. The Supreme Court held that when a new building is sold there is an implied warranty of fitness for its intended use which springs from the sale itself.

Products Liability

1. **S.C. Code of Laws, 1976**

Liability of seller for defective product (SC Code 15-73-10)

(1) One who sells any product in a defective condition unreasonably dangerous to the user or consumer or to his property is subject to liability for physical harm caused to the ultimate user or consumer, or to his property, if

   (a) The seller is engaged in the business of selling such a product, and

   (b) It is expected to and does reach the user or consumer without substantial change in the condition in which it is sold.

(2) The rule stated in subsection (1) shall apply although

   (a) The seller has exercised all possible care in the preparation and sale of his product, and

   (b) The user or consumer has not bought the product from or entered into any contractual relation with the seller.

Situation in which recovery shall be barred (SC Code 15-73-20)

If the user or consumer discovers the defect and is aware of the danger, and nevertheless proceeds unreasonably to make use of the product and is injured by it, he is barred from recovery.

NOTE: This is known as "assumption of the risk."

2. **Claytor v. General Motors Corporation** 286 SE2d 129 (1982)

This products liability action was brought by individuals who sustained injuries when the motor vehicle in which they were riding was struck by an oncoming automobile alleged to be defective. The Supreme Court held that: (1) the only reasonable inference to be drawn from the whole of the testimony was that lug bolts were not in a defective condition unreasonably dangerous when they left the automobile manufacturer's plant, and (2) the manufacturer was not under any duty to warn that excessive pressure applied to nut would either strip threads on nut or bolt or crack the bolt.

The test of whether a product is or is not defective is whether the product is unreasonably dangerous to the consumer or user given the conditions and circumstances that foreseeably attend use of the product.

3. **DeLoach v. Whitney** 273 SE2d 768 (1981)

In this strict liability in tort case, the Supreme Court held that statute imposing liability on sellers of products in defective condition unreasonably dangerous to user or consumer does not include the negligent installation of nondefective product.

4. **Hughes v. Children's Clinic** 237 SE2d 753 (1977)

A minor boy and his mother brought a negligence action against a children's clinic as owner of a building for injuries he sustained when he fainted and fell backward into a mirror in the receptionist's area of the clinic. The Supreme Court held: (a) evidence was sufficient for jury to conclude that placing of breakable convex wall mirror in office of clinic constituted inherently dangerous condition and foreseeable risk of harm to plaintiff; (b) evidence was sufficient to permit jury to find that the presence of a breakable convex wall mirror on defendant's premises was proximate cause of the plaintiff's injuries.

APPENDIX A

Federal Trade Commission
1718 Peachtree St., N.W.
Atlanta, GA 30367

Better Business Bureau
(Check phonebook for local listing)

Consumer Protection Agency
Consumer Products Safety Commission
1111 18th St., N.W.
Washington, D.C. 20207

Office of the Attorney General
P.O. Box 11549
Columbia, SC 29211

South Carolina Department of Consumer Affairs
P. O. Box 5757
Columbia, SC 29250

Answer Key

APPENDIX B

Across

1. Wound
2. Aesop
3. Doom
4. Contributory negligence
5. Disclaimer
6. Injury
7. FTC
8. Money
9. Point
10. Label
11. Promise
12. Full
13. Guarantee
14. Hurl
15. Every
16. Repair
17. Limit

Down

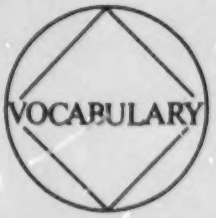
1. Warranty
2. Duty
3. Defective
4. Consumer
5. Gnu
6. Product
7. Eng
8. On
9. Privity
10. Doc
11. Neptune
12. Merchantable
13. Edgar
14. Uni
15. Seller
16. Liability

Hazardous Chemical Waste and the Law

HAZARDOUS CHEMICAL WASTE AND THE LAW

Objective

Students will be able to describe the proper ways to dispose of hazardous waste.



Vocabulary

1. HAZARDOUS WASTE: Waste which may cause an increase in deaths or serious illness or pose a substantial present or future hazard to human health or the environment

2. LOVE CANAL, NEW YORK: New York State residential area near Niagara Falls where over 1,263 families were advised to move because the subdivision was built on a chemical waste dump

3. GROUND WATER SUPPLY: Water that lies buried from a few feet to a half mile or more beneath the land's surface in stretches of permeable rock, sand and gravel known as aquifers. Over 1/2 of U.S. citizens obtain drinking water from this source. Ground water is all but impossible to purify once it has become chemically polluted.

4. LEACH: To be dissolved and washed out by a percolating liquid. Rain leaches through the earth before reaching the ground water supply.

5. SUPER FUND: A bill to provide money for EPA and the states to address problems prexisting passage of federal and state regulations of hazardous wastes. Provides money upfront to clear up property damage caused by chemical dumps. Provides no money for personal injury.

6. RESOURCE CONSERVATION AND RECOVERY ACT: U.S. Congressional Act which manages solid and hazardous wastes on a national level which allows states to design hazardous wastes management programs to be overseen by the EPA

7. EPA: Environmental Protection Agency

8. EFFLUENT: An outflow of a sewer, storage tank, irrigation canal, or other channel

9. CARCINOGEN: A cancer causing substance

10. MIDNIGHT DUMPER: One who dumps chemicals on deserted roads under cover of darkness

Learning Activities

1. Have students become familiar with the vocabulary/concept list.

2. Have students bring in newspaper and magazine articles concerning hazardous chemical waste. Discuss.**

3. Make a collage of the headlines and place them on the bulletin board.

4. Obtain copies of the Instructional Television series, **Ways of the Law,** program Number I, "Hazardous Waste." The program and lesson guide will complement this lesson. For further information about the series, call 758-7301.

5. Divide the class into six groups. Have each group design (an) alternative(s) to dumping hazardous wastes in the ground.

6. Use these issues for group discussion.

   a. How much consideration should be given to future generations when we make decisions today which deplete our natural resources?

   b. Who should pay for the safe pollution-free disposal of hazardous waste -- the producer of the product, the consumers of the product through price increases, or the taxpayers through the federal government?

   c. If a stream has been polluted by Chemical X and it cannot be determined which company is guilty, who should pay to clean up the stream -- the taxpayers, or Company Y which is innocent of the stream pollution but would like to begin producing Chemical X?

   d. "In the last 200 years, and with staggering acceleration in the last 25 years, the power, extent and depth of man's interventions in the natural order seem to presage a revolutionary epoch in human history, perhaps the most revolutionary the mind can conceive. Men seem, on a planetary scale to be substituting the controlled for the uncontrolled, the fabricated for the unworded, the planned for the random. And they are doing so with a speed and depth of intervention unknown in any previous age of human history." Barbara Ward and Rene Dubbs, **Only One Earth.**

      "Of all man's interventions in the natural order none is accelerating quite so alarmingly as the creation of chemical compounds."
      "The Poisoning of America," **Time Magazine,** September 22, 1980, pp. 58-69.
      Discuss the implications of the excerpts.

   e. Just as a bacterium was developed and patented by the U.S. patent Office which feeds on oil slicks, one has now been developed which consumes the carcinogenic chemical in agent orange. Could this development be a solution to hazardous waste disposal?

**For a sample newspaper article, refer to Appendix A at end of lesson.

f. "In evolutionary terms, the rapidity and scale of this chemical creativity are frightening. Through the ages, most of the earth's varied organisms, from single cells to plants, animals and early humans, usually had ample time to adapt to the pace of natural change. They evolved protective mutations to meet the gradual shifts in the earth's vital balance between acids and alkalines, in the salinity of water, in levels of oxygen in the atmosphere. But man cannot patiently wait through the centuries for his body to develop a genetic defense against these chemicals if, indeed, such a defense is possible."
"The Poisoning of America," **Time Magazine**, September 22, 1980, p. 61.
Discuss the implications of this excerpt.

g. "As a result, the poisons have turned up in surprising places. Not far from home plate at New York City's Shea Stadium, a festering pond containing PCB, toluene, benzene and DDT turns red, blue or green as the mixture of the waste changes. The mess is so flammable that the pool has caught fire [illegible] in the past year. In the marshes around New Jersey's Meadowlands sports complex, home of the pro football Giants, some 200 tons of mercury residues have contaminated Berry's Creek, causing Selikoff to declare, 'On a bad day, breathing in the Meadowlands may be as dangerous as driving at Indianapolis.' "
"The Poisoning of America," **Time Magazine**, September 22, 1980, p. 61.
Discuss the implications of this excerpt.

h. "Bacterial wastes, such as the effluent from the nation's estimated 16.6 million residential septic tanks and cesspools, can be filtered fairly simply out of drinking water. But chemical contaminants are another matter. Says EPA Administrator Douglas Costle: 'We are not even sure if, not to mention how, chemical contaminants can be removed. It takes sophisticated testing just to determine if there are chemicals present at all.'
The most serious cases of ground-water pollution confirmed so far have been in the Northern states, where the problem is largely the result of surface dumping of industrial wastes, and in California from agricultural chemicals. But awareness of the vulnerability of ground water is still so new that EPA officials do not really know how far the fouling of the aquifers has spread. Says Costle: 'We cannot even begin to say how much of our drinking water, actual or potential, may have been contaminated. We are going to be doing a lot of detective work.' "
"The Poisoning of America," **Time Magazine**, September 22, 1980, p. 66.
Discuss the implications of this excerpt.

7. Ask the chemistry teacher to cooperate in designing a class project to investigate the chemical pollution situation in your school's community. Have the students survey the community and then define the situation and discuss solutions to the economic, health, and social problems created.

8. Invite someone from a local chemical company to discuss issues surrounding hazardous waste.

9. Invite someone from the South Carolina Department of Health and Environmental Control to discuss hazardous waste.

10. Invite someone from the Sierra Club to discuss hazardous waste with the class.

11. Have students complete a final lesson project on hazardous waste by assembling information gleaned from reliable sources. Resources to be sited may include not only printed material but also a listing of knowledgeable speakers.

    For a suggested list of organizations to contact, refer to Appendix B at the end of this lesson.

Evaluation

Expect students to score 80% on the following quiz.

1. Discuss the following questions in specific detail. Who should pay for personal injury resulting from the unlawful dumping of hazardous waste if the company which dumps has gone bankrupt and out of business? Other chemical companies? The government? Both? Neither? Why?

2. Match the terms in Column A with the appropriate definitions in Column B.

Column A

a. Love canal

b. Super fund

c. Leach

d. Ground water supply

e. Hazardous waste

f. Carcinogen

g. Midnight dumper

h. EPA

i. Resource Conservation and Recovery Act

j. Effluent

Column B

____ One who dumps chemicals on deserted roads under cover of darkness

____ An outflow of a sewer, storage tank, irrigation canal, or other channel

____ Waste which may cause an increase in deaths or serious illness or pose a substantial present or future hazard to human health or the environment

____ A cancer causing substance

____ Environmental Protection Agency

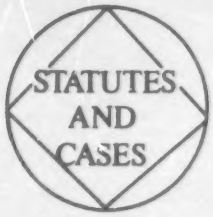
____ To be dissolved and washed out by a percolating liquid; rain leaches through the earth before reaching the ground water supply

____ U.S. Congressional Act which manages solid and hazardous wastes on a national level which allows states to design hazardous wastes management programs to be overseen by the EPA

____ Water that lies buried from a few feet to a half mile or more beneath the land's surface in stretches of permeable rock, sand and gravel known as aquifers. Over 1/2 of U.S. citizens obtain drinking water from this source. Ground water is all but impossible to purify once it has become chemically polluted.

____ New York State residential area near Niagara Falls where over 1,263 families were advised to move because the subdivision was built on a chemical waste dump.

____ A bill to provide money for EPA and the states to address problems prexisting passage of federal and state regulations of hazardous wastes. Provides money upfront to clear up property damage caused by chemical dumps. Provides no money for personal injury.



1. S.C. Hazardous Waste Management Act (SC Code 4-56-20)

Definitions

a. "Board" means the South Carolina Board of Health and Environmental Control which is charged with responsibility for implementation of the Hazardous Waste Management Act.

b. "Commissioner" means the commissioner of the department or his/her authorized agent.

c. "Department" means the Department of Health and Environmental Control, including personnel thereof authorized by the board to act on behalf of the department or board.

d. "Disposal" means the discharge, deposit, injection, dumping, spilling, leaking, or placing of any hazardous waste into or on any land or water so that such substance or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including ground water.

e. "Generation" means the act or process of producing waste materials.

f. The term "hazardous waste" means any waste, or combination of wastes, of a solid, liquid, contained gaseous, or semisolid form which because of its quantity, concentration, or physical, chemical, or infectious characteristics may in the judgment of the department:

1) Cause, or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible illness; or,

2) Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed.

Such wastes may include, but are not limited to, those which are toxic, corrosive, flammable, irritants, strong sensitizers, persistant in nature, assimilated or concentrated in tissue, or which generate pressure through decomposition, heat, or other means.

The term does not include solid or dissolved materials in domestic sewage, or solid or dissolved materials in irrigation return flows, or industrial discharges which are point sources subject to NPDES permits under the Federal Water Pollution Control Act of the Pollution Control Act of South Carolina or source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954.

g. "Hazardous waste management" means the systematic control of the collection, source separation, storage, transportation, processing treatment, recovery, and disposal of hazardous wastes.

h. "Manifest" means the form used for identifying the quantity, composition, or origin, routing, and destination of hazardous waste during its transportation from the point of generation to the point of disposal, treatment, or storage.

i. "Permit" means the process by which the department can insure cognizance of, as well as control over the management of hazardous wastes.

j. "Storage" means the actual or intended containment of wastes, either on a temporary basis or for a period of years, in such manner as not to constitute disposal of such hazardous waste.

k. "Transport" means the movement of hazardous wastes from the point of generation to any intermediate points and finally to the point of ultimate treatment, storage, or disposal.

l. "Treatment" means any method, technique, or process, including neutralization designed to change the physical, chemical, or biological character or composition of any hazardous waste, so as to neutralize such waste or so as to render such waste nonhazardous, safer for transport, amenable for recovery, amenable for storage, reduced in volume, or suitable for final disposal.

2. Powers of Commissioner (SC Code 44-56-50)

Notwithstanding any other provision of this chapter, the Commissioner, upon receipt of information that the storage, transportation, treatment, or disposal of any waste may present an imminent and substantial hazard to the health of persons or to the environment, may take such action as he determines to be necessary to protect the health of such persons or the environment. The action the commissioner may take may include, but is not limited to:

a. Issuing an order directing the operator of the treatment or disposal facility or site, or the custodian of the waste, which constitutes such hazard, to take such steps as are necessary to prevent the act or eliminate the practice which constitutes such hazard. Such action may include, with respect to a facility or site, permanent or temporary cessation of operation; and,

b. Requesting that the Attorney General commence an action enjoining such acts or practices. Upon a showing by the department that a person has engaged in such acts or practices, a permanent or temporary injunction, restraining order, or other order may be granted.

3. Hazardous Waste Unlawful Acts (SC Code 44-56-130)

After the promulgation of the regulations required under SC Code 44-56-130:

a. It shall be unlawful for any person to generate, store, transport, treat, or dispose of hazardous wastes in this State without reporting such activity to the department as required by such regulations.

b. It shall be unlawful for any person to generate, store, transport, treat, or dispose of hazardous wastes in this State without complying with the procedures described in such regulations.

c. It shall be unlawful for any person to fail to comply with this chapter and rules and regulations promulgated pursuant to this chapter; or to fail to comply with any order issued by the board, commissioner, or department.

APPENDIX A

CLEANING CHEMICAL DUMP A COMPLEX, COSTLY PROCESS

By MIKE LIVINGSTON
Governmental Affairs Staff

The thorny problem of how to dispose of 7,500 barrels of hazardous chemical wastes located off Bluff Road is still far from being solved, and federal and state officials now say the cost of the job is triple the earlier $750,000 estimate.

And, since the operators of the dump "are without consequential assets," government lawyers are trying to persuade or pressure the generators and transporters of the material to lend a hand in the cleanup.

But, although some companies have pledged to cooperate, others have not responded. And the sources of much of the waste cannot be determined because of poor records and no labeling on the barrels.

Meanwhile, the barrels continue to corrode and leak. Rains cause the wastes — much of which is unknown and/or chemically recombined — to leach into the soil and groundwater.

And fire officials continue to complain of the risk of fire and explosion, as well as the uncertainty about how to fight a fire at the site.

State health officials already have discovered widespread groundwater contamination and ordered permanent plugging of at least one well. They said in February that the contamination could move long distances and cause a large segment of the surface aquifer to become unfit for use.

The federal Environmental Protection Agency, which has sued South Carolina Recycling and Disposal Co., the dump's owners, said the suit is being delayed while the agency attempts to bring in the generators of the wastes and other responsible parties.

"We have asked for several extensions in order to look at the different generators involved — to see if any are potentially liable for the problems there," said EPA attorney Carol Miller.

"We may bring them into the suit or work out some kind of cleanup solution involving all responsible parties. SCRD has limited assets and other problems, and we feel it's best to bring in as many parties as possible. Some 50 to 80 companies are involved. We're not sure."

"This is a very expensive situation," she said.

Several months ago the EPA's estimate to sanitize the Bluff Road site was about $750,000. That figure has escalated to beyond $2 million — an estimate that remains "open-ended."

Miller said that when everything is tallied — the analyzing of each barrel, transportation and proper disposal, the sanitation of earthen areas, not to mention the restoration of groundwater purity — it would be unrealistic to try to pin down a specific dollar figure.

It is hoped that the $1.6 billion "superfund" created by Congress late last year will be the type of "fairy godmother" that will solve the cleanup problem nationwide. But there is intense competition among the states for the money; and, so far, EPA has not delegated spending authority to the various regions.

Ann Gorsuch, the new EPA administrator, told a Congressional subcommittee in July that full implementation of the superfund is "the highest priority" of the agency, but thus far not a penny has been spent.

"The Bluff Road site is probably our top candidate for the superfund, but there has been no indication from EPA about how the money is to be spent," said Rick Wilson, attorney for the Department of Health and Environmental Control.

"We don't even know that anybody really knows how many barrels are out there," Wilson said.

"A lot of money is going to have to be spent for lab tests to determine the nature of the material," he said. "You have to know that to know how to dispose of it. Of course, all of this should have been done before it was placed on the site, but that was before the (hazardous waste) regulations."

Wilson said that although the owners and operators of the site have primary responsibility, a new law makes generators and transporters liable as well — thus the strategy of trying to bring these companies to the forefront of the Bluff Road problem.

The penalties for not cooperating can be "pretty tough," said Wilson, including triple punitive damages in addition to any restitution made to government for cleaning up a site.

Richland County has sued DHEC in an attempt to make the state agency use monies collected in a contingency fund to clean up another SCRD dump on Dreyfuss Road.

But that money — nearly $90,000 collected so far — is specifically earmarked to cover problems arising out of closed, permitted landfills, said Wilson. DHEC has no allocation for such clean-up work, and is resistant to the idea because it might encourage the abandoning of more dumps, he said.

The State, Thursday, August 27, 1981.

APPENDIX B

E. I. Dupont DeNemours and Company
Public Affairs Department
Wilmington, Delaware 19898

Chemical Manufacturers Association
1825 Connecticut Avenue, N.W.
Washington, DC 20009

National Wildlife Federation
1412 Sixteenth Street, N.W.
Washington, DC 20036

South Carolina Department of Health and Environmental Control
Office of Public Affairs
(or Speaker's Bureau)
2600 Bull Street
Columbia, SC 29201

Sierra Club
2329 Devine Street
Columbia, SC 29205

Sierra Club
530 Bush Street
San Francisco, California 94108

For a list of local, state and national environmental education resources contact:

Environmental Education Consultant
South Carolina Department of Education
803 Rutledge Building
Columbia, SC 29201